



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, FEBRUARY 3, 2025 – 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

ZOOM VIEWING INFORMATION

Website Address: <https://us02web.zoom.us/j/86243886397>

Meeting ID: 862 4388 6397 | **Dial In:** +1 312 626 6799

AGENDA

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

ROLL CALL

AUDIENCE COMMENTS

APPOINTMENT

1. Mike Toth – Aurora Area Convention and Visitors Bureau (AACVB)

CONSENT AGENDA

1. Village Board Minutes Dated 01/20/2025; Committee of the Whole Minutes Dated 01/20/2025
2. Bills List Dated 02/03/2025 in the Amount of **\$785,859.14**
3. Approval of Resolution Authorizing an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)
4. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Euclid Beverage Expansion
5. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for Park 88

NEW BUSINESS

1. Approval of Ordinance Amending North Aurora Code Section 5.08.350 by Decreasing the Number of Liquor Licenses Authorized in the Village of North Aurora (Los Girasoles, Taco Made, Real Minas, Crave, Orchard Wine & Liquor)
2. Approval of Ordinance Amending North Aurora Code Section 5.08.350 by Increasing the Number of Class B Liquor Licenses Authorized in the Village of North Aurora (El Coronel Restaurant)

3. Approval of Fleet Management Software Agreement with Fleetio in the Amount of \$15,840.00
4. Approval of Agreement with Teska Associates, Inc. for the Veterans Memorial Project in the Amount of \$35,680.00
5. Approval of Proposal with WBK Engineering for the Veterans Memorial Project in the Amount of \$53,900.00
6. Approval of Resolution Authorizing the Entering Into of a Contract for the Purchase of Electricity from the Lowest Cost Electricity Provider for a One, Two or Three Year Term for Water Wells and Treatment Plants Through the NIMEC Bid Process

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: JS

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, January 20, 2025**

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 Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

AUDIENCE COMMENTS –

RECOGNITION-

1. Holiday Property Recognition Contest Winners
Mayor Gaffino awarded the winners of the Beautification Committee's Holiday Property Recognition Contest. The Maltese Family was on hand to receive their awards.
First Place the Malteses of 617 Hammer Lane
Second Place the Bacarella family of 2657 Moutray Lane
Third Place the Ngo/Nguyen Family of 405 Sycamore Lane
Community Choice the Maltese Family of 617 Hammer Lane

CONSENT AGENDA

1. Village Board Minutes Dated 01/05/2025
2. Bills List Dated 01/20/2025 in the Amount of \$637,142.42
3. Approval of Resolution Approving a Professional Service Agreement with B&F Construction Code Services, Inc.

Motion for approval made by Trustee Lowery and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Christiansen – yes, Trustee Guethle – yes. **Motion approved (5-0).**

NEW BUSINESS

1. **Approval of Resolution Approving a Collective Bargaining Agreement Between the Village of North Aurora and Illinois Fraternal Order of Police Labor Council**
Administrator Bosco reminded the Village Board that the last agreement with the Fraternal Order of Police Sergeants was a three year contract that expired May 31, 2024. The new contract would be for four years.

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Christiansen – yes, Trustee Guethle – yes. **Motion approved (5-0).**

2. Approval to Waive Bid Process and Award Contract for 1.25 MG Princeton Drive Elevated Water Storage Tank Project to CBI Services, LLC in the Amount of \$7,556,954.00

Public Works Director Richter reminded the Board that at the September 16, 2024 Committee of the Whole meeting, the Board gave staff direction to meet with Engineering Enterprises Inc. and begin negotiations with CB&I on a contract of the construction of a new 1.25 million gallon water tower. Staff worked with EEI and CB&I to come up with cost saving engineering options including removing paint containment, revised foundation work, and deduction with the construction bond. Estimated saving were \$305,600. At the December 16th Board Meeting, the Board approved a notification of Letter of Intent to keep CB&I moving forward on the project. Staff was recommending waiving the bidding process and awarding the contract to CB&I.

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

VILLAGE PRESIDENT – None

TRUSTEES COMMENTS – None

ADMINISTRATOR’S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** –Chief DeLeo stated that the Police Department would be hosting a “Coffee with a Cop” event at the Starbucks location on Orchard on Wednesday, January 22 at 10am.
4. **Public Works** – None
5. **Village Attorney**- None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, January 20, 2025**

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

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

AUDIENCE COMMENTS – Resident Caleb Bosman of 805 Doral, North Aurora spoke about “no trespassing” signs that have been erected on the property located between Oberweis Ave and Sharon Lane. He expressed that he would like to have the signage removed so his son could continue to play in the area.

TRUSTEE COMMENTS - None

DISCUSSION

1. El Coronel Class B Liquor License

Administrator Bosco stated that El Coronel, a restaurant located at 200 Butterfield Road, was requesting a Liquor License. The request was for a small restaurant license because the restaurant was less than 2,000 square feet in area. That would require a Class B which would allow them to serve full liquor: wine, spirits, and beer. Bosco explained that this was a new restaurant, there had been some turnover in that space and this restaurant was replacing the Real Minas restaurant which will have their license on an upcoming agenda for removal. El Coronel had indicated that they did not currently want video gaming.

The Board was in favor of moving ahead with the request.

2. Promenade II

Administrator Bosco explained that the next two items on the agenda would be regarding the Promenade II and would be presented by Community Development Director Darga. The Promenade II is located in the Randall and Orchard area and currently was a PUD and an annexation agreement amendment.

Director Darga explained that the request covered the properties at 1000 Kilbery Ln (the MyPlace Hotel) and east of 1105 Ritter Street, known as N.A. Lodging’s Randall Crossing Lot 4. The lots within the Promenade are zoned B2 commercial. The area was originally approved in 2005 as part of the Randall Highlands PUD and had been amended several times over the years. The two most recent include the 2017 amendment that created these three lots and approved the hotel. There was also an amendment in 2020 that approved the mixed use building on lot 3. Darga stated that the applicant had two requests, one would be to build a second mixed use building on lot four and the other was to convert the MyPlace Hotel into independent senior living.

Darga spoke about the senior living conversion request first. He stated that it was a special use in the B2 district, the amendment would grant that. There were no external changes proposed for the building, aside for the signage. Inside, the number of rooms would decrease from 63 as some of the rooms would be taken out for community spaces. The rooms would generally be the same size that the existing hotel rooms have, they currently had kitchenettes in them.

The second request would be for a new mixed use building on lot four. The building would be a mirror image of the existing building within the site. The new building would include 30 units and a ground floor of 2,000 square feet of commercial space. The building would be designed to match the existing building, the landscaping would also be very similar. There would be an outdoor patio space in the event the building has a restaurant tenant.

Darga stated that the Plan Commission met on January 7, 2025 and held a Public Hearing on the PUD amendment, they recommended approval with a few conditions:

The petitioner shall resolve the issue of the building's location in the easement prior to the issuance of a building permit.

- Wall signage for the commercial space shall be permitted on the north, east, and south faces.
- Lighting poles shall be of a consistent design with the surrounding properties and shall be subject to the approval by the Community Development Director.
- All dumpsters located on the subject property shall be screened per Section 14.11.A of the Zoning Ordinance
- All mechanical equipment shall follow Village standards outlined in Section 123.D of the Zoning Ordinance
- Ensure ADA parking requirements are met for the independent living facility.

Darga stated that there were a couple of code exceptions being called out, the building height would be 40 feet as opposed to the height restrictions in a B2 district being 35 feet. The existing PUD had an extra setback in it, which has not been used on any of the lots but it is in the language, the amendment would remove that.

The Board was in favor of moving forward with the project.

Kevin Dermody, was on hand for any questions on behalf of the development.

3. Randall Highlands/Randall Crossing Annexation Agreement

Administrator Bosco stated that this agenda item was related to the previous agenda item. He explained that because the development was part of an annexation agreement, it had to go through another process, the amendment to the annexation.

Director Darga explained that the annexation agreement was still in its final months, so the Village would have to amend it. Darga spoke about the draft Amendment to the Randall Highlands/Randall Crossing Annexation Agreement created by Village Attorney Drendel. He stated that it addressed approving the mixed use building as well as a few other things. This would require a Public Hearing at the second Village Board meeting in February.

4. Invasive Tree Removal Project (Sharon Lane/Oberweis Avenue)

Administrator Bosco explained that there was a patch of land, a total of three parcels, two of which were dedicated to the Village after the Banbury Ridge subdivision was completed. That patch was located between Oberweis Avenue and Sharon Lane. The third is part of the Pine Creek III subdivision and was

plotted as a wetland detention area and is covered by an SSA. Bosco stated that over the years that patch of woods has grown with larger invasives. There were currently “no trespassing” signs that had been put up in 2023. The Village received a complaint about accumulated materials and activity going on in the wooded area. The signs were put up with the intention of returning with a plan or idea about opening up the area to the residents.

The Village was approached by a group of volunteers that work with the Forest Preserve of Kane County that clear patches of invasive plant species. The group would like to volunteer to remove invasive species from the patch of land. Bosco spoke of a plan, after the invasives were removed, to add a mulch path to connect Sharon and Oberweis with a mulch path and removing the “no trespassing” signage.

The Village Public Works department would work in conjunction with the volunteer group and allow them to utilize Village equipment to clear the area.

Public Works Director Richter stated that the Public Works Department would provide a hands on training for the equipment. Staff would also be on hand at the site while volunteers were working. Richter stated that the project would include removal of invasive species and replacing them with native plantings as budget allows.

Dale Swanson of 208 Jessica Court, North Aurora was present to speak on behalf of the volunteer group. He stated that it was an ongoing battle trying to get a handle on invasive species, but it was a goal to clear out the area and get people back into nature.

Trustee Guethle asked for clarification regarding who would be utilizing the mechanical equipment and tools. Mr. Swanson explained that the volunteer group had been trained by the forest preserve to use the equipment. He stated that they go through a training process once every year or two.

Trustee Salazar asked for clarification on the use of herbicide in the area. Mr. Swanson explained that they use applicators to control the distribution of herbicide in a precise manner.

Mayor Gaffino spoke about a time he witnessed the group’s efforts and stated that he thought it would be a good match for the Village.

Administrator Bosco stated that the Village would install signage to let the residents know about the restoration of the area.

There was conversation about the length of the project and that it would be an ongoing project, however the “no trespassing” signs would be taken down after the initial clearing of the area.

There was discussion regarding whether the land’s designation would be a park. Administrator Bosco stated that that emphasis was on letting people know that it was a Village owned and public space.

The Board was in favor of moving forward with the project.

5. Fiscal Year 2024-25 Mid-Year Update

Administrator Bosco explained that this agenda item was the precursor to the Village’s budget process. The Village begins the budget process internally in January and February, the first budget numbers are presented to the Village Board in March, and then again in April, with final approval in May. The Village’s budget year starts June 1.

Finance Director Paprocki presented a slide show to the Board, the first slide was regarding the General Fund Sales Tax Revenue. Paprocki stated that just under 50% of the Village money that comes into the General Fund is from sales tax. Paprocki explained that after the cannabis tax came on in 2020 the sales

tax revenue increased significantly. He said that this year the Village budgeted \$6.3 million in revenue, which was down due to the Village's anticipation of the grocery tax elimination, but that had not happened yet. Staff was currently projecting just under \$7.2 million in revenue which was a little more than the previous year, however the grocery tax will go away January 2026. The staff was expecting that sales tax revenue would be going down anywhere from \$600,000 to \$700,000 annually with the loss of the grocery tax. Paprocki explained that even though the tax was going away at the state level, municipalities could adopt a local ordinance opting to keep the 1% grocery tax. If the Village wanted to do that, an ordinance would need to be filed with the Illinois Department of Revenue by October 1, 2025. Staff plans of discussing this further during the budget process over the next couple of months.

Paprocki stated that another major revenue source for the General Fund is income tax. Income tax had gone up significantly every year over the last five years. This is distributed on a per capita basis. Staff budgeted \$2.8 million for this year, and was currently projecting \$3,078,000.

General Fund Use Tax has gone up and down over the last few years, much of that due to some of the laws that had gone into effect. In 2018-2019 a lot of the online retailers were having to start charging use tax on online purchases. In 2021 the Leveling the Playing Field Act, which took a lot of the things that were previously Use Tax and pushed them over to Sales Tax. Recently, Paprocki stated, there was an amendment to the Leveling the Playing Field Act that would be going into effect January 1, 2025, in which Use Tax was projected to go down again, however it should result in an increase of Sales Tax. This year staff budgeted \$694,000, the current year projection was \$679,000.

Building Permits vary year-to-year, generally the Village budgets between \$300,000 and \$350,000. That was generally the base revenue if special projects were excluded. Paprocki stated that last year the Village's Building Permit revenue was just under \$900,000, this year staff was projecting \$638,000.

Some of the major General Fund expenses for the year were the Police Pension contribution at \$1.8 million, contracted inspection services \$102,000 YTD, dispatch services \$240,000, and tree replacement and trimming \$137,000. There was a budgeted transfer to the Capital Projects fund of \$400,000. Paprocki stated that the Fund balance at the beginning of the fiscal year was \$9.3 million, which equates to 64.9% of the Village's budgeted transfers and expenditures, the Village's policy is 40%-50%.

Paprocki then spoke about the TIF, stating that property tax revenue for the United TIF YTD was \$993,000 which was a significant improvement over last year. There was a budgeted transfer of \$700,000 from the Route 31 TIF to help with the Fire District land swap. There was also a \$250,000 DCEO grant for the Fire District land swap.

The Route 31 TIF had property tax revenue of just under \$400,000. The Route 31 TIF will expire on August 25, 2025, what to do with remaining funds will need to be discussed.

In regard to the Non-Home Rule Sales Tax, Paprocki stated that the rate changed from .5% to 1% on July 1, 2024. The tax does not apply to vehicle sales, groceries, or certain medical items. The tax was budgeted at \$2,691,000 but current projection was \$2,771,300.

The Utility Tax includes the Electricity Tax and the Gas Tax. The Electricity Tax was up 0.8% from 2023-24 at \$225,000. The Gas Tax was down 3.7% from 2023-24 to \$72,000.

Paprocki spoke about the major projects coming out of the Capital Projects Fund. The Annual Road Program expenditures YTD were \$2,050,000. The Public Works Facility design and construction management, \$721,000 had been spent YTD.

The Capital Projects Fund received \$400,000 from the General Fund. The Fund balance at June 1, 2024 was \$14,517,898. The accumulated reserve was to be utilized on the Public Works Facility construction as well as Police Station Debt.

Paprocki moved on to the Water Fund, stating that revenue had remained flat over the last few years although the Village had increased rates. Paprocki spoke about the Water Fund expenses and reserve stating that the major expenses were a SCADA system upgrade and the construction of a central water tower. He then spoke about the future water rates, stating that the Village was in year two of a five year 50% increase plan. The rates increased by 12.5% as of June 1, 2024. Paprocki explained that there may need to be discussion about accelerating the rate increase plan for capital needs.

EXECUTIVE SESSION –

1. Property Acquisition

ADJOURNMENT TO EXECUTIVE SESSION

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

RETURN FROM EXECUTIVE SESSION

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

Staff in attendance: Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community Development Director Nathan Darga, Village Attorney Kevin Drendel, Police Chief Joe DeLeo.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 01/30/2025 - 9:32AM
 Batch: 00501.02.2025



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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Accurate Office Supply Co.									
468923									
628921	1/14/2025	16.01	0.00	02/03/2025				No	0
01-430-4411 Office Expenses				Office Supplies					
		<hr/>							
628921 Total:		16.01							
628921-02	1/14/2025	16.01	0.00	02/03/2025				No	0
01-445-4411 Office Expenses				Office Supplies					
		<hr/>							
628921-02 Total:		16.01							
628921-03	1/14/2025	16.02	0.00	02/03/2025				No	0
60-445-4411 Office Expenses				Office Supplies					
		<hr/>							
628921-03 Total:		16.02							
628921-04	1/14/2025	16.02	0.00	02/03/2025				No	0
01-441-4411 Office Expenses				Office Supplies					
		<hr/>							
628921-04 Total:		16.02							
		<hr/>							
Accurate Office Supply Co		64.06							
<hr/>									
ACSI Mechanical Group									
468558									
30780	1/10/2025	2,456.82	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce				New Blower Wheel Install- PD					
		<hr/>							
30780 Total:		2,456.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	ACSI Mechanical Group T	2,456.82							
Adam McClain									
468918									
01172025	1/17/2025	16.95	0.00	02/03/2025				No	0
60-320-3340	Water Collections			Water Credit Refund					
		<hr/>							
	01172025 Total:	16.95							
		<hr/>							
	Adam McClain Total:	16.95							
		<hr/>							
Alarm Detection Systems of IL									
000060									
98501-1035	1/12/2025	1,386.33	0.00	02/03/2025				No	0
01-445-4520	Public Buildings Rpr & Mtce			Alarm Monitoring System- VH, PD, PW Garage					
		<hr/>							
	98501-1035 Total:	1,386.33							
		<hr/>							
	Alarm Detection Systems o	1,386.33							
		<hr/>							
Altorfer Industries, Inc.									
467830									
PM6A0033294	1/3/2025	3,323.00	0.00	02/03/2025				No	0
01-445-4520	Public Buildings Rpr & Mtce			Generator Load Test- PD					
		<hr/>							
	PM6A0033294 Total:	3,323.00							
		<hr/>							
PM6A0033295	1/3/2025	188.00	0.00	02/03/2025				No	0
01-445-4520	Public Buildings Rpr & Mtce			Inspect Transfer Switch- PD					
		<hr/>							
	PM6A0033295 Total:	188.00							
		<hr/>							
	Altorfer Industries, Inc. To	3,511.00							
		<hr/>							
Angelo Demarco									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
468922									
20240300167	12/10/2024	5,000.00	0.00	02/03/2025				No	0
90-000-2225	Due To Others - Damage Bond		Bond Return- 2086 Sandell Lane						
	20240300167 Total:	5,000.00							
	Angelo Demarco Total:	5,000.00							
Aurora Area Convention									
003770									
01142025	1/14/2025	3,462.05	0.00	02/03/2025				No	0
15-430-4752	90% Tourism Council		Akshar Hotel Tax/ Dec 2024						
	01142025 Total:	3,462.05							
	Aurora Area Convention To	3,462.05							
Aurora Fastprint									
029610									
47505	1/8/2025	164.23	0.00	02/03/2025				No	0
01-445-4532	Tree Service		Door Hangers- Tree Watering						
	47505 Total:	164.23							
	Aurora Fastprint Total:	164.23							
Bernita Herlihy									
468916									
01172025	1/17/2025	34.23	0.00	02/03/2025				No	0
60-320-3340	Water Collections		Water Credit Refund						
	01172025 Total:	34.23							
01172025-02	1/17/2025	0.32	0.00	02/03/2025				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						
	01172025-02 Total:	0.32							
	Bernita Herlihy Total:	34.55							
Cintas Corporation 041590									
4217830803	1/14/2025	105.87	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce					Towel & Rug Cleaning- PW Garage				
	4217830803 Total:	105.87							
	Cintas Corporation Total:	105.87							
CivicPlus, LLC 468290									
327329	3/1/2025	3,969.00	0.00	02/03/2025				No	0
01-410-4260 Legal					Code Ordinance Supplemental Pages- Annual Fee 2025				
	327329 Total:	3,969.00							
	CivicPlus, LLC Total:	3,969.00							
Cloudpermit Inc. 468924									
2142	12/19/2024	12,400.00	0.00	02/03/2025				No	0
01-441-4513 Software Maintenance					Software				
	2142 Total:	12,400.00							
	Cloudpermit Inc. Total:	12,400.00							
Cody Klingberg 468444									
01212025	1/21/2025	50.00	0.00	02/03/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
01-410-4015 Pension Board-Mtgs Per Diem					Police Pension Board Meeting 1/21/25				
01212025 Total:		50.00							
Cody Klingberg Total:		50.00							
Coffman Truck Sales, Inc.									
000320									
627852	1/15/2025	45.71	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce					Spring, Eyebolt				
627852 Total:		45.71							
Coffman Truck Sales, Inc. T		45.71							
Comcast									
040740									
230373927	1/1/2025	854.70	0.00	02/03/2025				No	0
01-440-4652 Phones and Connectivity					Circuit Police LEADS				
230373927 Total:		854.70							
Comcast Total:		854.70							
Comcast Business									
468904									
061 045517	12/26/2024	118.13	0.00	02/03/2025				No	0
01-440-4652 Phones and Connectivity					TV Service- PD				
061 045517 Total:		118.13							
Comcast Business Total:		118.13							
Costello Sury & Rooney									
468926									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
05064	1/29/2024	68.75	0.00	02/03/2025				No	0
17-007-4260 Legal				Oak Hill Legal Services					
	05064 Total:	68.75							
06365	2/28/2024	81.25	0.00	02/03/2025				No	0
17-007-4260 Legal				Oak Hill Legal Services					
	06365 Total:	81.25							
10163	7/1/2024	752.15	0.00	02/03/2025				No	0
17-007-4260 Legal				Oak Hill Legal Services					
	10163 Total:	752.15							
655	1/5/2024	1,775.00	0.00	02/03/2025				No	0
17-007-4260 Legal				Oak Hill Legal Services					
	655 Total:	1,775.00							
	Costello Sury & Rooney T	2,677.15							
D. R. Horton 052580									
20190300092	1/13/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1011 Churchill Dr					
	20190300092 Total:	5,000.00							
20230600436	1/8/2025	2,500.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 298 Ridley					
	20230600436 Total:	2,500.00							
20230600437	1/8/2025	2,500.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 296 Ridley					
	20230600437 Total:	2,500.00							
20231201118	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1007 Homerton					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
20231201118 Total:		5,000.00							
20231201119	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond			Bond Return- 1005 Homerton						
20231201119 Total:		5,000.00							
20240300138	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond			Bond Return- 1012 Churchill						
20240300138 Total:		5,000.00							
D. R. Horton Total:		25,000.00							
Dennis Thomas									
468917									
01172025	1/17/2025	25.58	0.00	02/03/2025				No	0
60-320-3340 Water Collections			Water Credit Refund						
01172025 Total:		25.58							
01172025-02	1/17/2025	0.75	0.00	02/03/2025				No	0
18-320-3350 Sewer Collection			Sewer Maintenance Credit Refund						
01172025-02 Total:		0.75							
Dennis Thomas Total:		26.33							
Drendel & Jansons Law Group									
028580									
12764	12/31/2024	1,136.65	0.00	02/03/2025				No	0
01-430-4260 Legal			Legal Services- Fin, Admin, Gen/ Dec 2024						
12764 Total:		1,136.65							
12765	12/31/2024	2,010.00	0.00	02/03/2025				No	0
01-440-4260 Legal			Legal Services- PD/ Dec 2024						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	12765 Total:	2,010.00							
12766	12/31/2024	50.00	0.00	02/03/2025				No	0
01-445-4260 Legal				Legal Services- PW/ Dec 2024					
	12766 Total:	50.00							
12773	12/31/2024	950.00	0.00	02/03/2025				No	0
01-441-4260 Legal				Legal Services- CommDev/ Dec 2024					
	12773 Total:	950.00							
12773-02	12/31/2024	960.00	0.00	02/03/2025				No	0
90-000-E300 Randall Promenade II				Legal Review- Randall Crossing/ Dec 2024					
	12773-02 Total:	960.00							
	Drendel & Jansons Law Gr	5,106.65							
EM Benefits 049670									
01132025	1/13/2025	501.77	0.00	02/03/2025				No	0
01-000-2057 Short-Term Disability				Short-Term Disability					
	01132025 Total:	501.77							
	EM Benefits Total:	501.77							
Engineering Enterprises, Inc. 467917									
82473	1/23/2025	5,785.00	0.00	02/03/2025				No	0
60-445-4255 Engineering				Water Distribution System Model					
	82473 Total:	5,785.00							
82474	1/23/2025	5,737.50	0.00	02/03/2025				No	0
21-450-4255 Engineering				Orchard Gateway Ph2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	82474 Total:	5,737.50							
82475	1/23/2025	2,660.00	0.00	02/03/2025				No	0
60-445-4255 Engineering				Water System Master Plan					
	82475 Total:	2,660.00							
82476	1/23/2025	5,793.00	0.00	02/03/2025				No	0
60-472-4255 Engineering				Water Tower Design					
	82476 Total:	5,793.00							
82477	1/23/2025	6,118.00	0.00	02/03/2025				No	0
60-445-4255 Engineering				HMO System Engineering					
	82477 Total:	6,118.00							
82478	1/23/2025	4,425.50	0.00	02/03/2025				No	0
60-445-4255 Engineering				Treatment Plant Electrical Engineering					
	82478 Total:	4,425.50							
82479	1/23/2025	891.00	0.00	02/03/2025				No	0
90-000-E299 Towne Centre Senior Apartments				Water Model- Clover Development					
	82479 Total:	891.00							
	Engineering Enterprises, In	31,410.00							
FCL Builders LLC									
468504									
01132025	1/13/2025	1,042.43	0.00	02/03/2025				No	0
60-000-2215 Hydrant Meter Deposits				Hydrant Meter Deposit Less Usage Refund					
	01132025 Total:	1,042.43							
	FCL Builders LLC Total:	1,042.43							

Feece Oil

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*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
031060									
4141294	1/13/2025	1,927.08	0.00	02/03/2025				No	0
71-000-1340 Gas/Diesel Escrow				Diesel Fuel					
4141294 Total:		1,927.08							
4141301	1/13/2025	3,429.09	0.00	02/03/2025				No	0
71-000-1340 Gas/Diesel Escrow				Mid-Grade Fuel					
4141301 Total:		3,429.09							
Feece Oil Total:		5,356.17							
Fiduciary Real Estate Development, Inc									
468921									
20220600440	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1780 W Orchard Rd					
20220600440 Total:		5,000.00							
20220600441	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1752 W Orchard Rd					
20220600441 Total:		5,000.00							
20220600442	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1764 W Orchard Rd					
20220600442 Total:		5,000.00							
20221100871	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1772 W Orchard Rd					
20221100871 Total:		5,000.00							
20221100872	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1774 W Orchard Rd					
20221100872 Total:		5,000.00							
20221100873	1/8/2025	5,000.00	0.00	02/03/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
90-000-2225 Due To Others - Damage Bond					Bond Return- 1778 W Orchard Rd				
20221100873 Total:		5,000.00							
20221100924	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1776 W Orchard Rd				
20221100924 Total:		5,000.00							
20221100926	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1768 W Orchard Rd				
20221100926 Total:		5,000.00							
20221100928	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1766 W Orchard Rd				
20221100928 Total:		5,000.00							
20221200933	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1770 W Orchard Rd				
20221200933 Total:		5,000.00							
20221200934	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1762 W Orchard Rd				
20221200934 Total:		5,000.00							
20221200935	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1760 W Orchard Rd				
20221200935 Total:		5,000.00							
20221200937	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1756 W Orchard Rd				
20221200937 Total:		5,000.00							
20221200940	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond					Bond Return- 1758 W Orchard Rd				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	20221200940 Total:	5,000.00							
20221200941	1/8/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 1754 W Orchard Rd					
20221200941 Total:		5,000.00							
Fiduciary Real Estate Deve		75,000.00							
Frank Marshall Electric									
028510									
92307	1/14/2025	651.22	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce				Conduit Removal- 2 Monroe					
92307 Total:		651.22							
Frank Marshall Electric To		651.22							
Frederick Quinn Corporation									
468882									
12312024	12/31/2024	428,508.00	0.00	02/03/2025				No	0
24-452-4875 Capital Improvements				Construction- PW Facility					
12312024 Total:		428,508.00							
12312024-02	12/31/2024	69,137.00	0.00	02/03/2025				No	0
21-452-4501 Contractual Services				Contractual Service- PW Facility					
12312024-02 Total:		69,137.00							
Frederick Quinn Corporatio		497,645.00							
Global Water Technology, Inc.									
467862									
139624	1/15/2025	226.90	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce				Water Treatment- WH & PD					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	139624 Total:	226.90							
	Global Water Technology, I	226.90							
GP Armory									
468927									
12297	1/8/2025	8,500.00	0.00	02/03/2025				No	0
01-440-4383 Firearm Training					SWAT Night Vision				
	12297 Total:	8,500.00							
	GP Armory Total:	8,500.00							
Heartland Business Systems, LLC									
468486									
762130-H	1/27/2025	12,091.04	0.00	02/03/2025				No	0
01-430-4513 Software Maintenance					Microsoft Licenses				
	762130-H Total:	12,091.04							
	Heartland Business System	12,091.04							
Illinois Section American WWA									
025350									
200094434	1/27/2025	40.00	0.00	02/03/2025				No	0
60-445-4380 Training					Training- Lundell				
	200094434 Total:	40.00							
200094460	1/28/2025	900.00	0.00	02/03/2025				No	0
60-445-4370 Conferences & Travel					Water Conference- Lundell, Cook				
	200094460 Total:	900.00							
	Illinois Section American W	940.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
<hr/>									
Irish Ventures Two, LLC 468458									
R-91-015-24	1/2/2025	13,500.00	0.00	02/03/2025				No	0
19-480-4875 Capital Improvements				ROW Acquisition- Airport/ IL31					
	R-91-015-24 Total:	13,500.00							
	Irish Ventures Two, LLC T	13,500.00							
JADE Hanna Surveyors, LLC 468128									
30502	1/8/2025	200.00	0.00	02/03/2025				No	0
60-460-4875 Capital Improvements				Water Main Lining- Survey					
	30502 Total:	200.00							
	JADE Hanna Surveyors, L	200.00							
Janet Godek 468925									
01212025	1/21/2025	50.00	0.00	02/03/2025				No	0
01-410-4015 Pension Board-Mtgs Per Diem				Police Pension Board Meeting 1/21/25					
	01212025 Total:	50.00							
	Janet Godek Total:	50.00							
Judges 2008 LLC 468520									
242	1/10/2025	308.60	0.00	02/03/2025				No	0
01-440-4511 Vehicle Repair and Maint				Squad Washes					
	242 Total:	308.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Judges 2008 LLC Total:		308.60							
KB Collision & Customs 046310									
003914	1/24/2025	1,998.79	0.00	02/03/2025				No	0
14-430-4774 Insurance Claims				Squad Repair					
003914 Total:		1,998.79							
KB Collision & Customs T		1,998.79							
Kimball Midwest 467916									
102961274	1/13/2025	19.00	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Fittings					
102961274 Total:		19.00							
Kimball Midwest Total:		19.00							
Konica Minolta 024860									
297720061	12/31/2024	71.15	0.00	02/03/2025				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD 12/1 - 12/31					
297720061 Total:		71.15							
297720321	12/31/2024	228.51	0.00	02/03/2025				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD 12/1 - 12/31					
297720321 Total:		228.51							
297720608	12/31/2024	55.58	0.00	02/03/2025				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD 12/1 - 12/31					
297720608 Total:		55.58							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
297720694	12/31/2024	71.15	0.00	02/03/2025				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD 12/1 - 12/31					
297720694 Total:		71.15							
297724081	12/31/2024	75.09	0.00	02/03/2025				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD 12/1 - 12/31					
297724081 Total:		75.09							
297724689	12/31/2024	24.57	0.00	02/03/2025				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD 12/1 - 12/31					
297724689 Total:		24.57							
Konica Minolta Total:		526.05							
Kristen Lohrstorfer									
032280									
01152025	1/15/2025	1,000.00	0.00	02/03/2025				No	0
01-440-4385 Tuition Reimbursement				Fall 2024 Reimbursement- 2 Classes					
01152025 Total:		1,000.00							
Kristen Lohrstorfer Total:		1,000.00							
Language Line Services									
468915									
11495681	12/31/2024	6.90	0.00	02/03/2025				No	0
01-440-4799 Misc.				Language Line					
11495681 Total:		6.90							
Language Line Services Tot		6.90							
Lenovo Inc									
468409									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
6469372046	10/2/2024	1,350.00	0.00	02/03/2025				No	0
01-430-4870 Equipment				Dock For Notebook (6)					
6469372046 Total:		1,350.00							
6469482271	10/14/2024	4,710.00	0.00	02/03/2025				No	0
01-430-4870 Equipment				Notebook Computer Purchase (6)					
6469482271 Total:		4,710.00							
Lenovo Inc Total:		6,060.00							
Mark & Daniela Low 468919									
01172025	1/17/2025	54.32	0.00	02/03/2025				No	0
60-320-3340 Water Collections				Water Credit Refund					
01172025 Total:		54.32							
01172025-02	1/17/2025	1.65	0.00	02/03/2025				No	0
18-320-3350 Sewer Collection				Sewer Maintenance Credit Refund					
01172025-02 Total:		1.65							
Mark & Daniela Low Total		55.97							
Mason Brant 468841									
01212025	1/21/2025	50.00	0.00	02/03/2025				No	0
01-410-4015 Pension Board-Mtgs Per Diem				Police Pension Board Meeting 1/21/25					
01212025 Total:		50.00							
Mason Brant Total:		50.00							
Menards 016070									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
40898	12/13/2024	402.57	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce				Water Softener Salt- PD, VH					
40898 Total:		402.57							
42277	1/13/2025	195.89	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Hoses, Nozzle, Connectors					
42277 Total:		195.89							
42405	1/15/2025	45.98	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Kerosene					
42405 Total:		45.98							
Menards Total:		644.44							
Mooney & Thomas, Pc 001040									
9218765	12/31/2024	1,967.00	0.00	02/03/2025				No	0
01-435-4267 Finance Services				Payroll Processing- Dec 2024					
9218765 Total:		1,967.00							
9218767	12/31/2024	95.00	0.00	02/03/2025				No	0
80-430-4581 Banking Services/Fees				Police Pension- Jan 2025					
9218767 Total:		95.00							
Mooney & Thomas, Pc To		2,062.00							
North Aurora NAPA, Inc. 038730									
480953	12/23/2024	1,600.90	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Batteries & Filters- 2010 Int'l					
480953 Total:		1,600.90							
481516	1/3/2025	-91.87	0.00	02/03/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-445-4511 Vehicle Repair and Maint				Credit- Warranty					
481516 Total:		-91.87							
481631	1/6/2025	38.92	0.00	02/03/2025				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts					
481631 Total:		38.92							
481736	1/7/2025	523.14	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Batteries					
481736 Total:		523.14							
481808	1/8/2025	183.41	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Battery- Truck #195					
481808 Total:		183.41							
481830	1/8/2025	303.01	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Brake Pads, Rotors- 2015 Fords					
481830 Total:		303.01							
481832	1/8/2025	-18.00	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Credit- Core Deposit					
481832 Total:		-18.00							
481881	1/9/2025	261.16	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Battery, Power Steering Fluid					
481881 Total:		261.16							
481886	1/9/2025	-230.00	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Battery Return					
481886 Total:		-230.00							
481926	1/9/2025	207.45	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint				Battery- 2016 Freightliner					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	481926 Total:	207.45							
482079	1/13/2025	13.26	0.00	02/03/2025				No	0
01-445-4511	Vehicle Repair and Maint			Fuel Cap- 2008 Ford					
	482079 Total:	13.26							
482087	1/13/2025	1,108.83	0.00	02/03/2025				No	0
01-445-4511	Vehicle Repair and Maint			Battery- 2005 Int'l					
	482087 Total:	1,108.83							
482261	1/15/2025	33.88	0.00	02/03/2025				No	0
01-445-4511	Vehicle Repair and Maint			Floor Markers					
	482261 Total:	33.88							
482262	1/15/2025	12.98	0.00	02/03/2025				No	0
01-445-4511	Vehicle Repair and Maint			2N1 Cleaner					
	482262 Total:	12.98							
482324	1/16/2025	279.30	0.00	02/03/2025				No	0
01-445-4511	Vehicle Repair and Maint			AD-IP Replacement Cart					
	482324 Total:	279.30							
482325	1/16/2025	237.16	0.00	02/03/2025				No	0
01-445-4511	Vehicle Repair and Maint			Floor Markers					
	482325 Total:	237.16							
	North Aurora NAPA, Inc. T	4,463.53							
North East Multi-Regional Training, Inc.									
001520									
369872	1/16/2025	50.00	0.00	02/03/2025				No	0
01-440-4380	Training			Training- Robinson					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
369872 Total:		50.00							
North East Multi-Regional		50.00							
Office Depot									
039370									
402376751001	12/16/2024	5.51	0.00	02/03/2025				No	0
01-430-4411 Office Expenses			Office Supplies						
402376751001 Total:		5.51							
402376751001-02	12/16/2024	58.75	0.00	02/03/2025				No	0
01-445-4411 Office Expenses			Office Supplies						
402376751001-02 Total:		58.75							
402376751001-03	12/16/2024	5.51	0.00	02/03/2025				No	0
60-445-4411 Office Expenses			Office Supplies						
402376751001-03 Total:		5.51							
402376751001-04	12/16/2024	5.51	0.00	02/03/2025				No	0
01-441-4411 Office Expenses			Office Supplies						
402376751001-04 Total:		5.51							
402442157001	1/10/2025	8.93	0.00	02/03/2025				No	0
01-430-4411 Office Expenses			Office Supplies						
402442157001 Total:		8.93							
402442157001-02	1/10/2025	8.93	0.00	02/03/2025				No	0
01-445-4411 Office Expenses			Office Supplies						
402442157001-02 Total:		8.93							
402442157001-03	1/10/2025	8.93	0.00	02/03/2025				No	0
60-445-4411 Office Expenses			Office Supplies						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	402442157001-03 Total:	8.93							
402442157001-04	1/10/2025	29.99	0.00	02/03/2025				No	0
01-441-4411 Office Expenses				Office Supplies					
	402442157001-04 Total:	29.99							
404638319001	12/27/2024	5.90	0.00	02/03/2025				No	0
60-445-4411 Office Expenses				Office Supplies					
	404638319001 Total:	5.90							
404638319001-02	12/27/2024	62.21	0.00	02/03/2025				No	0
01-445-4411 Office Expenses				Office Supplies					
	404638319001-02 Total:	62.21							
405387206001	12/31/2024	33.10	0.00	02/03/2025				No	0
01-430-4411 Office Expenses				Office Supplies					
	405387206001 Total:	33.10							
405387206001-02	12/31/2024	33.10	0.00	02/03/2025				No	0
01-445-4411 Office Expenses				Office Supplies					
	405387206001-02 Total:	33.10							
405387206001-03	12/31/2024	33.10	0.00	02/03/2025				No	0
60-445-4411 Office Expenses				Office Supplies					
	405387206001-03 Total:	33.10							
405387206001-04	12/31/2024	33.10	0.00	02/03/2025				No	0
01-441-4411 Office Expenses				Office Supplies					
	405387206001-04 Total:	33.10							
406667577001	1/10/2025	41.19	0.00	02/03/2025				No	0
01-430-4411 Office Expenses				Office Supplies					
	406667577001 Total:	41.19							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
406667577001-02	1/10/2025	10.25	0.00	02/03/2025				No	0
01-445-4411 Office Expenses				Office Supplies					
406667577001-02 Total:		10.25							
406667577001-03	1/10/2025	10.25	0.00	02/03/2025				No	0
60-445-4411 Office Expenses				Office Supplies					
406667577001-03 Total:		10.25							
406667577001-04	1/10/2025	10.25	0.00	02/03/2025				No	0
01-441-4411 Office Expenses				Office Supplies					
406667577001-04 Total:		10.25							
407324413001	1/10/2025	45.59	0.00	02/03/2025				No	0
01-441-4411 Office Expenses				Office Supplies					
407324413001 Total:		45.59							
407324604001	1/9/2025	2.27	0.00	02/03/2025				No	0
01-430-4411 Office Expenses				Office Supplies					
407324604001 Total:		2.27							
407324604001-02	1/9/2025	2.27	0.00	02/03/2025				No	0
01-445-4411 Office Expenses				Office Supplies					
407324604001-02 Total:		2.27							
407324604001-03	1/9/2025	2.28	0.00	02/03/2025				No	0
60-445-4411 Office Expenses				Office Supplies					
407324604001-03 Total:		2.28							
407324604001-04	1/9/2025	2.28	0.00	02/03/2025				No	0
01-441-4411 Office Expenses				Office Supplies					
407324604001-04 Total:		2.28							
Office Depot Total:		459.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Opus Design Build, LLC									
467727									
20231201132	1/21/2025	5,000.00	0.00	02/03/2025				No	0
90-000-2225 Due To Others - Damage Bond			Bond Return- #3228510						
20231201132 Total:		5,000.00							
Opus Design Build, LLC T		5,000.00							
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.									
031590									
11688	12/31/2024	294.00	0.00	02/03/2025				No	0
01-430-4260 Legal			Dec 24 Legal						
11688 Total:		294.00							
Ottosen DiNolfo Hasenbal		294.00							
Petty Cash, Mandy Flatt									
000900									
01062025	1/6/2025	11.32	0.00	02/03/2025				No	0
60-445-4799 Misc. Expenditures			Meal While Working WMB- Schwickerath						
01062025 Total:		11.32							
01122025	1/12/2025	11.44	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures			Meal While Plowing- Airey						
01122025 Total:		11.44							
01122025-02	1/12/2025	11.54	0.00	02/03/2025				No	0
60-445-4799 Misc. Expenditures			Meal While Plowing- Schwickerath						
01122025-02 Total:		11.54							
01212025	1/21/2025	14.43	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures			Meal While Plowing- Shaughnessy						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	01212025 Total:	14.43							
01232025-01	1/23/2025	14.03	0.00	02/03/2025				No	0
60-445-4799 Misc. Expenditures					Meal While Working WTP Generator- Schwickerath				
	01232025-01 Total:	14.03							
01232025-02	1/23/2025	12.48	0.00	02/03/2025				No	0
60-445-4799 Misc. Expenditures					Meal While Working WTP Generator- Cook				
	01232025-02 Total:	12.48							
01272025-01	1/27/2025	12.61	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures					Meal While Plowing- Schwickerath				
	01272025-01 Total:	12.61							
01272025-02	1/27/2025	11.39	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures					Meal While Plowing- Foster				
	01272025-02 Total:	11.39							
01272025-03	1/27/2025	35.75	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures					Meal While Plowing- Poss, Harreld, Airey				
	01272025-03 Total:	35.75							
01272025-04	1/27/2025	11.75	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures					Meal While Plowing- Shaughnessy				
	01272025-04 Total:	11.75							
01272025-05	1/27/2025	13.38	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures					Meal While Plowing- Robles				
	01272025-05 Total:	13.38							
12132024	12/13/2024	100.00	0.00	02/03/2025				No	0
01-441-4799 Misc. Expenditures					Planners Lunch- Darga, Hansen				
	12132024 Total:	100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
12232024	12/23/2024	15.00	0.00	02/03/2025				No	0
60-445-4799 Misc. Expenditures				Meal While Working- Schwickerath					
12232024 Total:		15.00							
12272024	12/27/2024	50.00	0.00	02/03/2025				No	0
01-445-4799 Misc. Expenditures				CDL- Robles					
12272024 Total:		50.00							
Petty Cash, Mandy Flatt T		325.12							
Pitney Bowes Inc. 017470									
1026680289	1/1/2025	5.60	0.00	02/03/2025				No	0
01-430-4505 Postage				Postage Machine					
1026680289 Total:		5.60							
1026680289-02	1/1/2025	5.60	0.00	02/03/2025				No	0
01-445-4505 Postage				Postage Machine					
1026680289-02 Total:		5.60							
1026680289-03	1/1/2025	5.60	0.00	02/03/2025				No	0
60-445-4505 Postage				Postage Machine					
1026680289-03 Total:		5.60							
1026680289-04	1/1/2025	5.60	0.00	02/03/2025				No	0
01-441-4505 Postage				Postage Machine					
1026680289-04 Total:		5.60							
1026688075	12/31/2024	51.00	0.00	02/03/2025				No	0
01-440-4505 Postage				Postage Machine					
1026688075 Total:		51.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
Pitney Bowes Inc. Total:		73.40							
<hr/>									
Randy Voss 468317									
01212025	1/21/2025	50.00	0.00	02/03/2025				No	0
01-410-4015 Pension Board-Mtgs Per Diem			Police Pension Board Meeting 1/21/25						
01212025 Total:		50.00							
Randy Voss Total:		50.00							
<hr/>									
River Front Chrysler, Jeep 032660									
541026	1/6/2025	7,081.45	0.00	02/03/2025				No	0
14-430-4774 Insurance Claims									
541026 Total:		7,081.45							
River Front Chrysler, Jeep		7,081.45							
<hr/>									
Robyn Stecklein 022080									
01212025	1/21/2025	50.00	0.00	02/03/2025				No	0
01-410-4015 Pension Board-Mtgs Per Diem			Police Pension Board Meeting 1/21/25						
01212025 Total:		50.00							
Robyn Stecklein Total:		50.00							
<hr/>									
Russo Power Equipment Inc. 036290									
SPI20900338	1/15/2025	104.99	0.00	02/03/2025				No	0
01-445-4530 Public Grounds/Parks Maint			Roundup						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
SPI20900338 Total:		104.99							
SPI20900339	1/15/2025	134.94	0.00	02/03/2025				No	0
01-445-4510 Equipment/IT Maint		Chainsaw Parts							
SPI20900339 Total:		134.94							
SPI20900340	1/15/2025	173.98	0.00	02/03/2025				No	0
01-445-4422 Safety Supplies		Helmet							
SPI20900340 Total:		173.98							
SPI20900340-02	1/15/2025	314.99	0.00	02/03/2025				No	0
01-445-4530 Public Grounds/Parks Maint		Sidewalk Salt, Roundup							
SPI20900340-02 Total:		314.99							
SPI20900340-03	1/15/2025	163.89	0.00	02/03/2025				No	0
01-445-4423 Tools		Rake, Garbage Pickers							
SPI20900340-03 Total:		163.89							
Russo Power Equipment In		892.79							
Santacruz Land Acquisitions									
468815									
4221	1/15/2025	3,300.00	0.00	02/03/2025				No	0
19-438-4255 Engineering		ROW Acquisition Services- IL 31							
4221 Total:		3,300.00							
Santacruz Land Acquisition		3,300.00							
Signs Rescue Inc									
468154									
INV-5425	12/6/2024	402.21	0.00	02/03/2025				No	0
01-440-4931 Vehicle Equip Fund Charges		Squad Graphics- Polaris							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
INV-5425 Total:		402.21							
INV-5527	1/15/2025	1,447.70	0.00	02/03/2025				No	0
01-440-4511 Vehicle Repair and Maint			Squad Graphics						
INV-5527 Total:		1,447.70							
Signs Rescue Inc Total:		1,849.91							
Superior Asphalt Materials LLC									
031440									
20250010	1/7/2025	327.65	0.00	02/03/2025				No	0
01-445-4540 Streets & Alleys Rpr & Mtce			Asphalt						
20250010 Total:		327.65							
Superior Asphalt Materials		327.65							
Terminix Anderson									
468912									
72603948	1/5/2025	114.35	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce			Pest Control- VH						
72603948 Total:		114.35							
72604434	1/5/2025	108.30	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce			Pest Control- PD						
72604434 Total:		108.30							
73080279	12/31/2024	240.00	0.00	02/03/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce			Fly Treatment- PD						
73080279 Total:		240.00							
Terminix Anderson Total:		462.65							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Terrence & Kathleen Burmeister 468920									
01172025	1/17/2025	16.72	0.00	02/03/2025				No	0
60-320-3340 Water Collections					Refund Of Water Bill Overpayment				
	01172025 Total:	16.72							
	Terrence & Kathleen Burm	16.72							
Testing Service Corporaton 014450									
IN133138	12/31/2024	7,636.00	0.00	02/03/2025				No	0
21-452-4501 Contractual Services					Materials Testing- PW Facility				
	IN133138 Total:	7,636.00							
	Testing Service Corporaton	7,636.00							
Uline, Inc 468220									
185683302	11/14/2024	153.48	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint					Tags, Ties, Key Rings- PW Garage				
	185683302 Total:	153.48							
185683597	11/14/2024	385.13	0.00	02/03/2025				No	0
01-445-4511 Vehicle Repair and Maint					Dispensing Drum Truck- PW				
	185683597 Total:	385.13							
187870430	1/14/2025	398.41	0.00	02/03/2025				No	0
01-445-4421 Custodial Supplies					Custodial Supplies- PD				
	187870430 Total:	398.41							
	Uline, Inc Total:	937.02							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
WBK Engineering, LLC									
467655									
26471	1/10/2025	625.00	0.00	02/03/2025				No	0
01-441-4255 Engineering				Engineering Review- 1785 Breton Ave					
26471 Total:		625.00							
26472	1/10/2025	625.00	0.00	02/03/2025				No	0
01-441-4255 Engineering				Engineering Review- 430 Prairie Ridge Ln					
26472 Total:		625.00							
26474	1/10/2025	625.00	0.00	02/03/2025				No	0
01-441-4255 Engineering				Engineering Review- 1776 Breton Ave					
26474 Total:		625.00							
26476	1/10/2025	672.74	0.00	02/03/2025				No	0
01-441-4255 Engineering				Engineering Review- General Services					
26476 Total:		672.74							
26477	1/10/2025	1,266.00	0.00	02/03/2025				No	0
90-000-E279 ESI Constructors - Aurora Pack				Engineering Review- Aurora Packing					
26477 Total:		1,266.00							
26478	1/10/2025	9,905.65	0.00	02/03/2025				No	0
90-000-E110 NW Corner Randall & Oak(Lot 6)				Engineering Review- Randal Square					
26478 Total:		9,905.65							
26479	1/10/2025	227.50	0.00	02/03/2025				No	0
90-000-E274 Randall Terrace LLC - Next Gen				Engineering Review- Randall Terrace					
26479 Total:		227.50							
26480	1/10/2025	3,219.36	0.00	02/03/2025				No	0
90-000-E273 Phelan Development - Park 88				Site Review & Inspection- Park 88 Logistics Center					
26480 Total:		3,219.36							
26481	1/10/2025	155.00	0.00	02/03/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
90-000-E284 Building C - Opus					Engineering Review- Valley Green Bldg C				
26481 Total:		155.00							
26482	1/10/2025	1,229.00	0.00	02/03/2025				No	0
90-000-E264 McCue - Mooselakes					Engineering Review & Inspection- Moose Lake Unit 3				
26482 Total:		1,229.00							
26483	1/10/2025	2,004.29	0.00	02/03/2025				No	0
90-000-E293 Opus - Euclid Expansion					Engineering Review & Inspection- Euclid Beverage				
26483 Total:		2,004.29							
26484	1/10/2025	3,160.66	0.00	02/03/2025				No	0
90-000-E296 300 Mitchell Rd - Liberty IL					Engineering Review & Inspection- 300 Mitchell Rd				
26484 Total:		3,160.66							
26485	1/10/2025	1,589.00	0.00	02/03/2025				No	0
90-000-E298 Gas N Wash 230 S Lincolnway					Engineering Review- 300 Mitchell Rd				
26485 Total:		1,589.00							
26486	1/10/2025	571.00	0.00	02/03/2025				No	0
01-441-4255 Engineering					Engineering Review- Autumn Ridge Re-grading				
26486 Total:		571.00							
26487	1/10/2025	188.00	0.00	02/03/2025				No	0
90-000-E142 Fortunato Restaurant					Engineering Review- Fortunato				
26487 Total:		188.00							
WBK Engineering, LLC To		26,063.20							
Weblinx Incorporated									
031420									
34633	1/3/2025	200.00	0.00	02/03/2025				No	0
01-430-4512 Website Maintenance					Website Maintenance- Jan 2025				

Memorandum



To: Mark Gaffino, Village President & Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Brian Richter, Public Works Director

Date: January 31, 2025

Re: Resolution Authorizing an Intergovernmental Agreement with the Illinois Public Works Mutual Aid Network (IPWMAN)

The Village has been a member of the Illinois Public Works Mutual Aid Network (IPWMAN) since 2009. IPWMAN is a statewide mutual aid system that is available to all public works agencies. This system allows for mutual aid and support during natural or man-made disasters. The system operates by coordinating personnel and resources when needed for those who require assistance. IPWMAN is composed of hundreds of member agencies that are committed to working together during times of crisis. It is a reliable way for Illinois public works agencies to collaborate and help each other in times of need.

IPWMAN has updated its mutual aid agreement and bylaws. These updates were made for three main reasons:

- Provide clarification that mutual aid is not just for emergencies but includes day-to-day operations and training opportunities.
- Transition management from IPWMAN Inc. to IPWMAN, an intergovernmental agency.
- Provide a revised process for any future amendments to the agreement.

There are 21 local governmental agencies in Kane, the Village being one of them, that are part of IPWMAN and several hundred more throughout Illinois. IPWMAN is one of the only agencies of its kind in the United States. Any government/public agency that provides functions of public works can be a member. Member agencies have access to assets from all over Illinois including the following.

- General Labor Crews
- Debris Loading Equipment
- Forestry
 - Aerial Lift Truck
 - Brush Chippers
 - Labor Crews with a Forestry Background
 - Grapple Truck Operations
- Engineering/Technician Assistance
- Hauling of materials or debris
- Equipment Transport
- Pumping Operations
- Vac Truck Operations
- Material Loading equipment (not debris)
- Vehicle Maintenance/Service Truck
- Sign Fabrication
- Task Force/Strike Team Leaders
- Command Staff
- IPWMAN can also support other "outside the box" tasks

The staff is recommending authorizing the resolution to enter the intergovernmental agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN). Attached are the bylaws, the agreement, and the resolution for you to review.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

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, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations 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 including units of local government from another state; 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 Mayor/President and the Council/Board of Trustees of _____ have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the _____,
_____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Title: _____

ATTEST:

Clerk/Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of
the _____, _____ County,
Illinois, do hereby certify that attached hereto is a true and correct copy of a
Resolution entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK
(IPWMAN)**

which Resolution was duly adopted by said Council/Board at a meeting held on the
____ day of _____, 20____.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the
Illinois Open Meetings Act and its own policies, rules or regulations concerning the
holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
_____, 20____.

Secretary/Clerk

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among _____ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act 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 including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPW/MAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

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

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

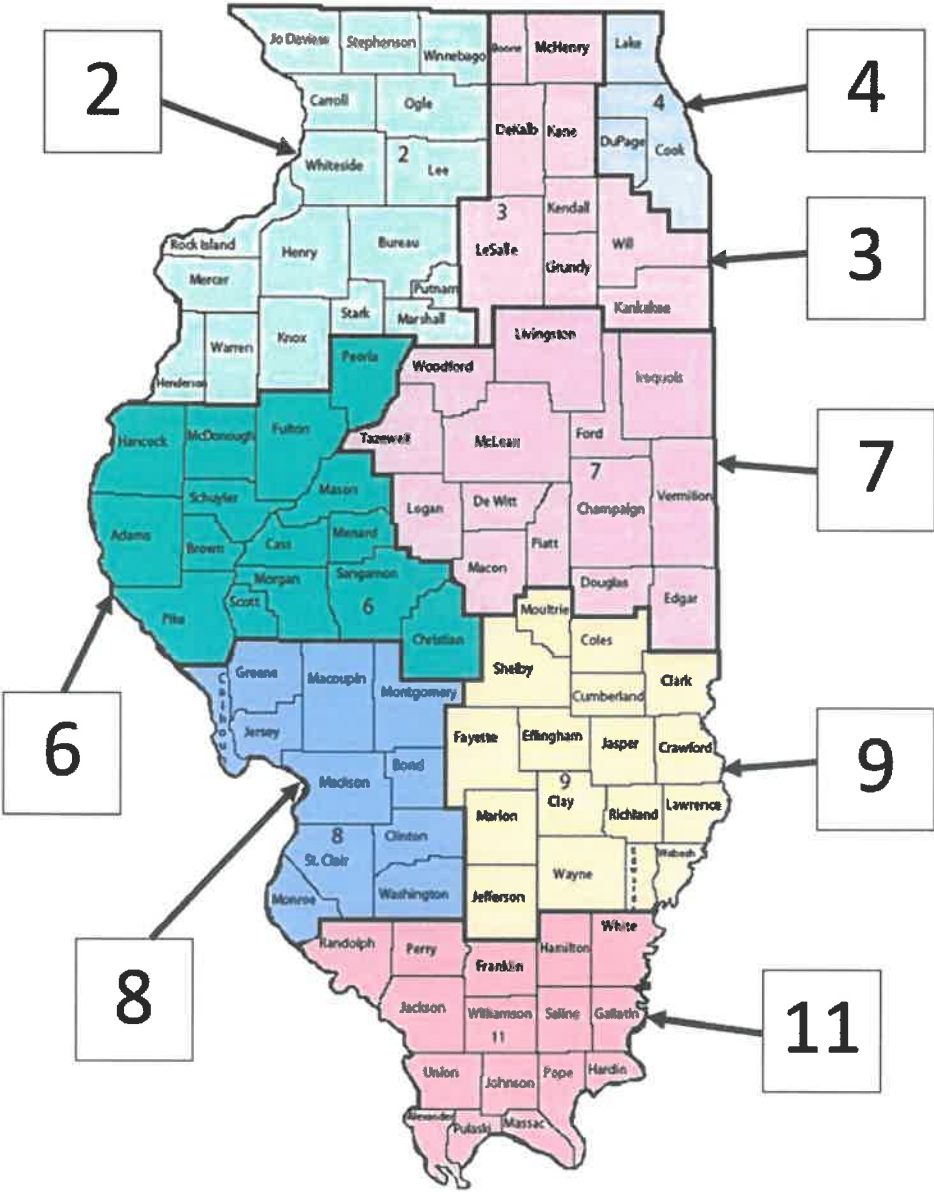
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: EUCLID BEVERAGE SUBSTANTIAL COMPLETION
AGENDA: FEBRUARY 3, 2025, REGULAR VILLAGE BOARD MEETING

ITEM

A Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Euclid Beverage Expansion

DISCUSSION

The Euclid Beverage warehouse addition at 200 Overland Drive Constructed by Opus Design Build is now substantially complete. This is located on the north side of Overland Drive next to the Valley Green Development. The developer is requesting a reduction of the development security from \$358,999.92 to \$59,833.32 as determined by the Village Engineer. This will begin the one-year maintenance period.

RESOLUTION No. _____

RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION
TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD
AND REDUCTION OF THE SURETY FOR PUBLIC IMPROVEMENTS FOR THE
EUCLID BEVERAGE EXPANSION

WHEREAS, Euclid Beverage Company (the “Developer”) has substantially completed the public improvements associated with the Commercial Building Expansion located at 200 Overland Drive (the “Public Improvements”); and

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

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

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby acknowledges substantial completion of the Public Improvements.
3. The surety for the Public Improvements is hereby authorized to be reduced from \$358,999.92 to \$59,833.32 as determined by the Village Engineer.
4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punch-list items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this ____ day of _____, 2025, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this
____ day of _____, 2025, A.D.

Jason Christiansen _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North
Aurora, Kane County, Illinois this ____ day of _____, 2025, A.D.

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PARK 88 SUBSTANTIAL COMPLETION
AGENDA: FEBRUARY 3, 2025, REGULAR VILLAGE BOARD MEETING

ITEM

A Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for Park 88

DISCUSSION

The Park 88 Development was approved as a PUD in Ordinance 22-08-15-62. The project was constructed by Phelan Development and is now substantially complete. This is located on the north side of Sullivan Road west of Tinseltown. The developer is requesting a reduction of the development security from \$2,203,930 to \$367,321.67 as determined by the Village Engineer. This will begin the one-year maintenance period.

RESOLUTION No. _____

RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION
TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD
AND REDUCTION OF THE SURETY FOR PUBLIC IMPROVEMENTS FOR PARK 88

WHEREAS, Phelan-JK/JB, Midwest, LLC (the “Developer”) has substantially completed the public improvements associated with the Park 88 Development located north of the intersection of Sullivan Road & Fairview Drive (the “Public Improvements”); and

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

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

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby acknowledges substantial completion of the Public Improvements.
3. The surety for the Public Improvements is hereby authorized to be reduced from \$2,203,930.01 to \$367,321.67 as determined by the Village Engineer.
4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punch-list items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this ____ day of _____, 2025, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this
____ day of _____, 2025, A.D.

Jason Christiansen _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North
Aurora, Kane County, Illinois this ____ day of _____, 2025, A.D.

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, BUSINESS SERVICES MANAGER
SUBJECT: DECREASING THE NUMBER OF LIQUOR LICENSES
AGENDA: FEBRUARY 3, 2025 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance amending the North Aurora Code Section 5.08.350 by decreasing the number of liquor licenses authorized in the Village of North Aurora

DISCUSSION

There have been several businesses currently holding liquor licenses that have either closed their North Aurora location or are no longer serving alcohol. To subsequently update the number of liquor licenses in Section 5.08.350 of the North Aurora Code, staff is presenting an ordinance that reflects the number of active liquor licenses moving forward. Staff notes the following liquor licenses are being removed:

- Los Girasoles (19 S. Randall Road) – Class A Large Restaurant License
- Taco Madre (352 N. Randall Rd.) - Class B Small Restaurant License
- Real Minas (200 Butterfield Rd.) - Class B Small Restaurant License
- Crave (1047 Orchard Rd.) - Class C Limited Restaurant License
- Orchard Wine & Liquor (1039 W. Orchard Rd.) – Class D Liquor Store License



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

Ordinance No. _____

AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350
BY DECREASING THE NUMBER OF LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(Los Girasoles, Taco Madre, Real Minas, Crave & Orchard Wine & Liquor)

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2025**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2025
by _____.**

Signed _____

ORDINANCE No. _____

AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350
BY DECREASING THE NUMBER OF LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(Los Girasoles, Taco Madre, Real Minas, Crave & Orchard Wine & Liquor)

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

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

5.08.350 Number of Licenses.

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

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

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025, 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 _____, 2025, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, BUSINESS SERVICES MANAGER
SUBJECT: LIQUOR LICENSE FOR EL CORONEL RESTAURANT
AGENDA: FEBRUARY 3, 2025 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance amending the North Aurora Code Section 5.08.35 by increasing the number of Class B liquor licenses authorized in the Village of North Aurora

DISCUSSION

The owner of the El Coronel Restaurant, 200 Butterfield Road, is requesting a liquor license due to customer demand for alcoholic beverages. El Coronel's tenant space is less than 2,000 square feet in area; as such, a Class B Small Restaurant Liquor License would be required to serve beer, wine and liquor. Staff notes that the previous tenant, Real Minas, carried a Class B Small Restaurant Liquor License. According to their liquor license application, the business owner is not pursuing video gaming at this time.

This item was presented to the Village Board for feedback at their January 20, 2025 Committee of the Whole meeting. The Village Board was supportive of the request.



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

Ordinance No. _____

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350
BY INCREASING THE NUMBER OF CLASS B LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(El Coronel Restaurant – 200 Butterfield Rd.)**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2025**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2025
by _____.**

Signed _____

ORDINANCE No. _____

AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350
BY INCREASING THE NUMBER OF CLASS B LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(El Coronel Restaurant – 200 Butterfield Rd.)

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

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

5.08.350 Number of Licenses.

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

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

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025, A.D.

Jason Christiansen _____
Mark Guethle _____
Todd Niedzwiedz _____

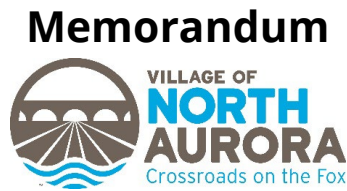
Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk



To: Steve Bosco

From: David Arndt, IT Manager

Date: 1/20/2205

Re: Fleet Management Software

Village staff researched software to assist with managing vehicle and equipment maintenance as well as tracking parts inventory. Currently, fleet maintenance and parts inventory are managed using Microsoft Excel, while the police department utilizes FileMaker. To streamline these processes, staff explored several vendors to identify software that could centralize fleet management for Public Works and the Police Department, enhance parts inventory management, and provide valuable insights into the health of the Village's fleet. After meeting with five different vendors, staff determined that Fleetio was the best overall choice. This project was not budgeted.

Fleetio offers the following features

- Fleet management for vehicles and equipment
- Parts inventory
- Work orders
- Dedicated smart device app
- User portal to submit service tickets
- Ability for Police to track police vehicle equipment issues separately from mechanical issues.
- Integration with Fuel Island software/hardware

The annual cost for the premium version of the service is \$15,840, with an estimated implementation timeline of 8 weeks. While this software was budgeted, sufficient funds are available in the contingency software/hardware account (01.430.4870).

Attached is a 12-month agreement between Fleetio and the Village of North Aurora. The agreement covers up to 150 individual pieces of equipment and/or vehicles.



Fleetio

Rarestep, Inc., dba Fleetio

Order Form

Customer Information

Customer: Village of North Aurora
Account ID:
Account Executive: Madeleine Vedel

Contact:
Billing Email: sbosco@northaurora.org
Billing Address: 25 East State Street, Illinois,
Chicago 60542, United States

Order Information

Quote Expiration Date: February 4, 2025 Initial Term: 12 months
Initial Term Start Date: February 4, 2025 Reference: 006QQ00000KtEYIYA3
Initial Term End Date: February 3, 2026

Subscriptions

Product	Quantity	Price	Per Payment Amount
Premium Subscription	150	\$105.60	\$15,840.00

Fleetio is required to charge sales tax on your order pursuant to certain state and local tax laws where it is registered to collect tax. Any applicable tax charges will appear separately on your invoice.

Payments

Upon execution of this Order Form and for each Renewal Term, if applicable, Customer shall pay the fees as described above. All monetary amounts are in United States dollars unless otherwise expressly stated.

*Credit card or bank account (ACH) must be added to automatically process payments ("AutoPay"). Instructions will be sent upon agreement completion. The following types of customers are required to pay via AutoPay, with first payment to be made on the Initial Term Start Date and on the first day of each payment period thereafter (as indicated under "Payment Frequency" above, "**Payment Period**"): those on the Essential Plan, and those on any other Plan having an annual (or annualized) payment of less than \$5,000.*

Payment is due in full within 15 Days days of receipt for all invoices not paid via AutoPay as specified below. If Customer is paying by remittance (as specified below), then an invoice shall be issued on the Initial Term Start Date and on the first day of each Payment Period thereafter, if any.

Product	Payment Frequency	Payment Type
Premium Subscription	Annual	Remittance

Tax Exemption Information

Tax Exempt Customer: Yes

You must provide us with valid documentation, which we shall keep on file, before we can remove sales taxes from your invoice.

Fleetio partners with Avalara to validate sales tax exemption certificates. It will take Avalara 3-7 business days to validate a certificate. Once Fleetio has valid proof of exemption as permitted by applicable law, you will receive a confirmation email and will not be charged sales tax for as long as your certificate is valid. If there are any issues with the certificate, or if more information is needed, you will receive an email with detailed instructions on next steps. Please wait until the validation process is complete to enter your payment information to avoid being charged sales tax.

If no tax exemption certificate is presented, your order will be taxed using the applicable tax rate for your address. Your invoice will reflect the total taxes in effect at the time of invoicing and may differ from any estimated taxes listed in this contract or other communication.

Onboarding Services

All onboarding services must be used within the 90-day period following the Initial Term Start Date. Customer and Fleetio agree to begin onboarding services within 30 days of the Initial Term Start Date.

Subscription Terms and Conditions

The parties agree to be legally bound by the Fleetio Master Subscription Agreement found at <https://www.fleetio.com/terms/msa> ("MSA") and this Order Form. In the case of any conflict among the preceding documents, the MSA shall govern. The MSA and this Order Form constitute the entire agreement between the parties for the services above and cannot be modified (including by any purchase order not explicitly referenced and incorporated herein) without the prior written consent of both parties. **THERE SHALL BE NO FORCE OR EFFECT TO ANY DIFFERENT TERMS OF ANY RELATED PURCHASE ORDER OR SIMILAR FORM EVEN IF SIGNED BY THE PARTIES AFTER THE DATE HEREOF.**

Rarestep, Inc., dba Fleetio	Village of North Aurora
-----------------------------	-------------------------

Signature	Title	Signature	Title
Name	Date	Name	Date

Fleetio Support

Schedule: Fleetio Support Services

During the Term of this Order Form, Fleetio shall provide assistance to Customer via email, telephone, and online chat during normal Fleetio business hours as set forth on Fleetio’s website (<https://www.fleetio.com/contact>). Further, Customer shall have access to support documentation via Fleetio products at any time.

Fleetio shall use reasonable commercial efforts to correct, at no additional charge, any reproducible errors reported by Customer within the timeframes described in the table below:

Category	Severity	Definition	Acknowledgement SLA	Resolution SLA

Critical Production Incidents	P1	Service Down/Unusable: An essential customer business service is critically impacted and there is no workaround available.	Within 1 business hour of the incident being logged by Customer via the Fleetio support portal. Status updates may also be available at status.fleetio.com .	ASAP.
Non-Critical Production Incidents	P2	Service Severely Impaired: An essential business service is impacted.	Within 8 business hours of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled ASAP to be addressed as the product development schedule permits.
Non-Critical Production Incidents	All other Requests	Service Usable: There is very little to no impact to the business. There may or may not be a workaround available. May reflect an area or possible service enhancement	Within 3 business days of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled when there are enough similar cases accumulated to be addressed in an update.

Fleetio shall review all requests for improvements and new functionality, but Fleetio shall have no obligation to provide any modifications to the Services.

Fleetio reserves the right, from time to time, to make modifications to support services (or particular components thereof), provided that such modifications do not materially reduce the support services in effect as of the Effective Date of this Order Form. Fleetio shall notify Customer of any such changes to support services.

Sales Tax Exemption

Licensee has indicated to Fleetio that it is exempt from sales taxes. To enable Fleetio to lawfully remove any otherwise applicable sales tax from charges to the Licensee, Licensee agrees to provide Fleetio with valid tax exemption certificates throughout the Term of this Order Form.

Deal Desk Initials:

AE Initials:

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
CC: Steve Bosco, Village Administrator
From: Brian Richter, Public Works Director
Date: January 28, 2025
Re: Award of the Veterans Memorial Contracts

Under the goal of Community Vitality, the Village's Strategic Plan includes an objective to "explore opportunities to enhance the Veterans Memorial and increase its awareness". One of the action steps in the strategic plan to work towards completing this objective is to hire a company to design a concept to enhance the Veterans Memorial located on Willow Way near Farview Drive.

To start the concept design process, staff reached out to Teska and Associates, who has acted as a consultant to the Village for planning, TIF Districts and landscape architecture on several past Village projects. Teska provided a not-to-exceed proposal to design a concept for the Veterans Memorial in the amount of \$16,150 that included three in-person meetings as part of the process.

At the October 21, 2024, Committee of the Whole Meeting, staff presented the concept from Teska and was directed to move forward with the project. The next step in the process is to create construction design documents. This phase will refine the proposed concept, including materials, installation and layout of the features at the Veterans Memorial site. Once the construction documents are close to being finalized, staff will bring the concept back to the Board for approval.

Staff reached out to Teska Associates and asked them to provide the Village with a proposal to finalize the concept and prepare the construction documents. The proposal includes hardscape design, furnishing design, planting design, staff review meetings, preparing bid documents, bid assistance, and construction phase assistance. Staff also reached out to WBK Engineering and asked them for a proposal for engineering services for this project as well. Their proposal includes topographic

survey, utility survey, structural design, lighting design, and mechanical design. Together they will come up with a comprehensive set of engineering and landscape architectural design documents to be let for public bidding and to guide construction.

Staff is recommending approving the proposal from Teska Associates in the amount of \$35,680.00 and the proposal from WBK Engineering in the amount of \$53,900.00. Both proposals are attached for you to review.

AGREEMENT BETWEEN
VILLAGE OF NORTH AURORA
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of FEBRUARY, 2025 by and between THE VILLAGE OF NORTH AURORA, an ILLINOIS MUNICIPALITY with offices at 25 E State St, North Aurora, IL 60542, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with VETERANS PLAZA FINAL LANDSCAPE DESIGN SERVICES TO BE PROVIDED for VILLAGE OF NORTH AURORA, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates STEVE BOSCO to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information,

interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign *JODI MARIANO*, *PROJECT MANAGER* with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.67 per mile, tolls, reproduction, subcontractors, etc.). Engagement software, tools, data and license costs will be billed at direct cost consistent with the project scope and budget. Renewals or additional software, tools, data and license costs require written preauthorization from the CLIENT.

The billing rates for professional staff are:

<i>JODI MARIANO</i>	\$180/hour
Other Principals	\$155 -- \$200/hour
Associate Principals	\$145/hour
Senior Associates	\$130 - \$135/hour
Associates	\$120 -- \$125/hour
Clerical/Technical	\$60/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed \$35,680. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all

amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through *JUNE 31, 2026*.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If

mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability, Automobile Liability, and Professional Liability coverages in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

<u>Professional Liability</u>	\$2,000,000
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IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF NORTH AURORA

BY: 

JODI MARIANO

VICE PRESIDENT OF DESIGN

BY: _____

Name: _____

Title: _____

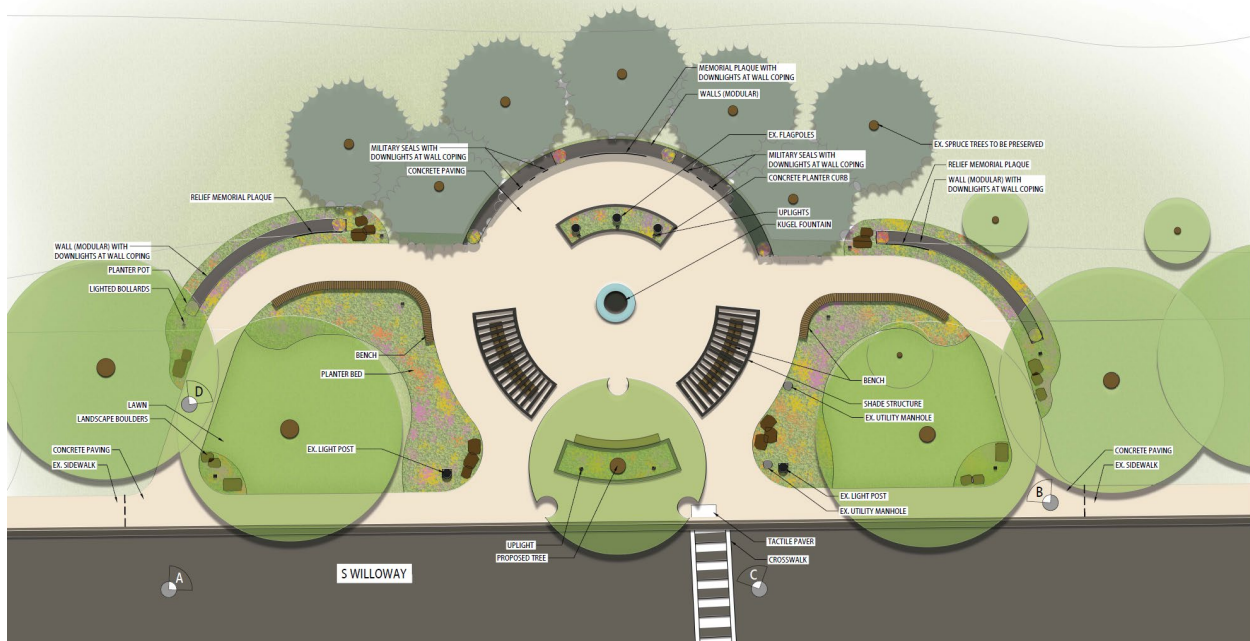
Date: 01.27.25

Date: _____

ATTACHMENT A - SCOPE OF SERVICES

VETERANS PLAZA CONSTRUCTION DOCUMENTS | INTRODUCTION AND PROJECT AREA

Following the concept level work prepared in collaboration with staff and Veterans Plaza Steering Committee, and presented to Village Board October 21, 2024, Teska proposes to provide landscape architectural design services for the Village controlled area associated with and surrounding the existing Veterans Plaza located along Willoway at Farview Drive. Surrounding areas will be evaluated for context and transitioning as appropriate. Teska will collaborate with the Village's consulting engineer on this project. Presentations to Village Board are available separately.



Study area – Veterans Plaza Concept Plan, October 2024

SCOPE OF SERVICES | FINAL LANDSCAPE ARCHITECTURAL DESIGN

- Task 1: Landscape Architectural Scope.** Based on the approved plaza concept and in coordination with Village staff and the Village's consulting engineer, Teska will produce landscape architectural design documents. The design documents will be prepared in AutoCAD format atop the topo survey and engineering geometric files provided by others. The landscape architectural design documents will be organized as below:

- *Hardscape plans and details, including pavements and segmental walls.*
 - *Segmental walls. Teska will specify available segmental wall products from a reputable supplier. The supplier will be responsible for providing information that will be relayed to the consulting engineer for foundation design. Foundation design not by Teska.*
 - *Pavements. Teska will specify pavement design, including proposed grades and transitions to existing landscapes and pavements.*

- *Bronze memorial plaques.* Memorial plaque art and content shall be provided by staff. Teska will incorporate memorial plaque layouts based on staff's content into the construction document set.
- *Furnishings plans and details,* including pergolas, benches, bollards, trash receptacles, fountain feature and lighting features, in coordination with engineering and as described below:
 - *Pergola.* Teska will specify an available prefabricated pergola structure from a reputable supplier. The supplier will be responsible for providing engineering and structural drawings for the pergola. The supplier's drawings will be provided to the consulting engineer for foundation design. Foundation design not by Teska.
 - *Fountain.* Per staff request, Teska will specify an available fountain feature that is of similar size to the existing fountain pedestal on site. Teska will assist with fountain coordination items. The fountain feature is intended to utilize the existing electrical, plumbing and mechanical systems. Electrical, plumbing and mechanical design and permitting not by Teska.
 - *Lighting.* Teska will work with the consulting engineer and staff to select appropriate light features as shown on the concept plans. Electrical design, conduit, wiring and controllers not by Teska.
- *Landscape planting plans and details,* including tree protection, trees, shrubs, herbaceous plantings, groundcover treatments, and stone outcroppings.

The documents will be supported by materials and products catalogue cuts and photographs, outline specifications and cost estimate. Coordination with the consulting engineer shall be conducted by phone and email. All engineering (including structural, electrical and utility) design work shall be done by others. Documents will be reviewed with staff at the 75% and 100% levels and revisions will be made as needed.

2. **Task 7: Staff Review Meetings:** Teska and the consulting engineer will meet with staff at the 75% and 100% levels of completion. Cost estimates will be reviewed. Revisions will be made as required.
3. **Task 8: Prepare Bid Documents.** Based on inputs gathered in earlier tasks, Teska and the consulting engineer will advance the design documentation towards development of bid documents. Coordinate with staff as required. Bid administration by others.
4. **Task 9: Bid Assistance.** Teska will provide assistance during public bidding phases of the project for the Teska specified items. Bid assistance may include: review bids; contact bidder references as needed; confirm bids conform to the project documents; and assist staff with contractor recommendations.

5. Task 10. Construction Phase Assistance: Following the contract award, Teska will provide part-time construction phase assistance related to the Teska specified items, including:

- Review the Contractor's material submittals.
- Provide clarification(s) related to the intent of the Contract Documents.
- Perform two site visits, one for a post construction field review visit and another for a punch list verification final visit.

END OF SCOPE

PROFESSIONAL FEES - Additional meetings, presentations and exhibits are available separately.

A summary of professional fees follows below:

TASK DESCRIPTION	TESKA FEES
Landscape Architectural Design	\$ 22,330
Project Coordination and Administration	\$ 3,800
Construction Phase Assistance	\$ 9,150
Reimbursables	\$ 400
TOTAL	\$35,680

VETERANS MEMORIAL PLAZA IMPROVEMENTS

Village of North Aurora, IL

January 28, 2025

Mr. Brandon Tonarelli, PE

Assistant Public Works Director / Village Engineer

Village of North Aurora

25E. State Street

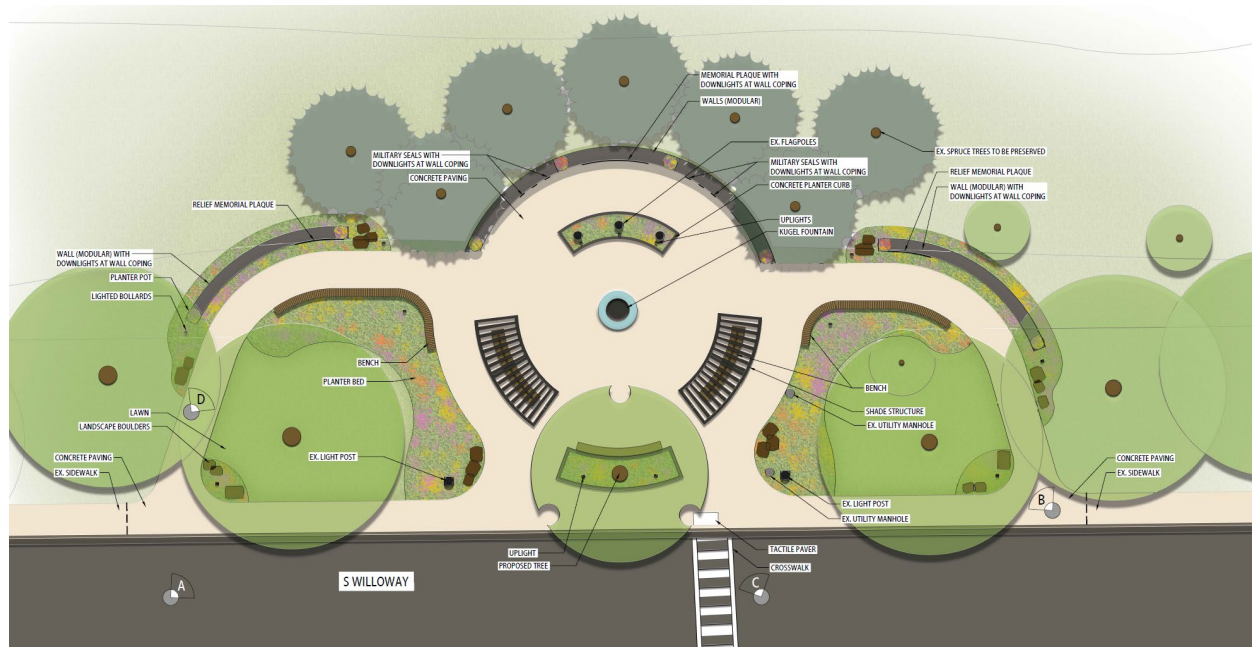
North Aurora, IL 60542

Dear Mr. Tonarelli,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the Village of North Aurora for professional design services for the Veterans Memorial Plaza Improvements. WBK looks forward to the opportunity to assist the Village of North Aurora (Village) and their selected Landscape Architect, Teska Associates, with this project. Included below is our understanding of the assignment, scope of services, assumptions, and estimate of fee.

PROJECT UNDERSTANDING

WBK understands that Teska completed a concept level design in collaboration with Village staff and the Veterans Plaza Steering Committee, which was presented to the Village Board in October of 2024. We understand that the Village is looking for engineering design services for the Village controlled area associated with and surrounding the existing Veterans Plaza located along N. Willoway at Farview Drive. Surrounding areas will be evaluated for context and transitioning as appropriate. It is our understanding that the Village would like to design and construct the Veteran Memorial Plaza improvements in 2025. Below is the Veterans Plaza concept plan prepared by Teska, which shows the limits of the proposed improvements.



SCOPE OF SERVICES

TASK 1 | EXISTING CONDITIONS BASE SHEET

WBK will coordinate the procurement of existing topographic survey information in preparation for final engineering design. We will coordinate with our sub-consultant, Regional Land Services (RLS), to obtain existing conditions information utilizing GPS and robotic survey equipment to collect all physical features within the survey limits, covering the area 100'± north & south of the existing memorial (from the easterly edge of N. Willow Way pavement to 90' east). The topographic survey will also include all JULIE marked utilities, all parkway trees and private trees over six (6) inches in diameter, light poles, power poles, vaults, inlets, manholes, fire hydrants, utility structures, pavement, curbs, sidewalks, driveways, signage, culverts, etc. and elevations necessary to depict existing conditions. All structures that are accessible will be documented for pipe material, size and invert(s)/depth. All elevations will be on NAVD 88 datum. The horizontal datum used will be Illinois State Plane (East Zone). RLS will also establish Horizontal and Vertical control

From the survey data, an existing conditions drawing will be produced, depicting one-foot contours, spot elevations, existing utilities with rim and invert elevations. The existing conditions drawing will be used during the design engineering phase of the project. WBK will review the existing topography along with Village GIS, utility and record drawings, and other relevant data regarding the project site.

A JULIE design level locate ticket will be submitted for the project area to determine the extent of mapped existing utilities. WBK will compile all utility atlas information into the existing condition base map. Locations of existing utilities/improvements/systems shown on the base map will be the compilation of available utility plans provided by utility owners and JULIE utility coordination. This task does not include coordination with utilities beyond performing the JULIE design locate and drafting atlas info into the existing conditions base map.

TASK 2 | STRUCTURAL DESIGN

WBK will prepare the structural design plans for proposed plaza walls and the foundations for the proposed pergola/shade structures. WBK will prepare plans, specifications and a cost estimate for the structural elements included in the plaza improvements. All structural elements will be designed in accordance with the Village's mandated building code. It is anticipated that there will be 75%, 100% and bid set submittal milestones. WBK will respond to all Village comments and incorporate them into subsequent submittals. The structural plan sheets will include general notes and specifications, materials, plans and elevations for each of the three (3) walls, pergola foundation plans, and detail sheets. It is anticipated that the pergola manufacturers shall be selected by the Village's Landscape Architect (Teska) and will provide WBK with the design loads that the structure will impart on the foundations prior to the start of the structural design efforts. It is our understanding that the Village of North Aurora will hire a geotechnical engineer separately to get any soil borings needed based on a recommended scope of work provided by WBK, and therefore a geotechnical report has not been included in this scope of services.

WBK will respond to Requests for Information (RFI's) and will review shop drawings and material submittals as requested by Village staff. This review shall not relieve the contractor or subcontractors from performing the work in accordance with the plans and specifications.

TASK 3 | LIGHTING & ELECTRICAL DESIGN

WBK will prepare electrical and lighting design plans for new bollard lights, tree and flagpole up-lights, and downlighting for proposed walls through Steelhead Engineering – part of the Bodwe Group. The selection and location of lighting equipment shall be completed by the Village's Landscape Architect (Teska) and provided to us. This work will include designing a new service and a controller cabinet that will accommodate circuits and loads for electrical equipment in this phase as well as the outlined future improvements. The plan will also include a new electric service to the existing fountain equipment. The electrical design staff will meet virtually with the appropriate personnel as required to determine the minimum lighting requirements, preferred lighting equipment and obtain existing lighting/electrical information. We will make a site visit to obtain information regarding the

existing field conditions. We will prepare removal and proposed lighting/electrical plan drawings, detail drawings, and specifications. The plan drawings will include locations of all electrical equipment, electric cables and conduits. The detail drawings will include electric service, controller, light fixtures, handholes, bollard foundation, spicing, wiring diagrams and conduit installation details. Detailed specifications will be prepared and incorporated into the overall construction documents. Voltage drop calculations will be performed and be available upon request. We will submit the design for review, respond to any comments, and revise the design as required. It is anticipated that there will be 75%, 100% and bid set submittal milestones. This task will also include time for WBK to coordinate with ComEd for the removal of the existing and installation of a new electric service. The scope of services excludes the preparation of photometrics, and any design efforts related to conversion of existing site lighting to LED.

We will respond to Requests for Information (RFI's) and will review shop drawings and material submittals as requested by Village staff. This review shall not relieve the contractor or subcontractors from performing the work in accordance with the plans and specifications.

TASK 4 | MECHANICAL DESIGN

WBK will prepare a mechanical design related to the replacement of the existing pedestal fountain. We understand that the new fountain will be replaced with a granite ball and will have similar service requirements. It is anticipated that there will be 75%, 100% and bid set submittal milestones. This task assumes that the proposed fountain will re-use the existing concrete water vault, PVC piping, and pond pump from the existing fountain. In addition, we understand that the proposed fountain will be designed by others. Our design will be limited to connecting the new fountain to the existing PVC piping / pond pump and the electrical service. We assume that any permitting, if required, will be done by the fountain designer.

TASK 5 | STORMWATER PERMIT & REPORT

WBK ENGINEER will prepare the necessary documents required to apply for permits related to the proposed improvements. Per the conceptual design it appears that the net new impervious area will be approximately 1,200 square feet therefore a stormwater permit will not be required. WBK will prepare an abbreviated stormwater report that includes a narrative/project description, completion of the Kane County Stormwater Management Permit Worksheet, and documentation of existing and proposed impervious areas for the Village's records. This task does not include any other permitting for the proposed improvements.

TASK 6 | PROJECT ADMINISTRATION AND MANAGEMENT

WBK will assign an experienced project manager to this project. This individual will be responsible for the following contractual items of work:

- Ongoing consultation with project staff & sub-consultants
- Quality assurances of design work in progress
- Attend two (2) meetings with the design team and Village Staff at the 75% and 100% submittals

PROJECT ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a complete package of the engineering services anticipated at this point in time. In doing so, we have made some assumptions which will need to be verified during the engineering process. Any findings which are not consistent with our assumptions may increase the engineering budget for this project. We will thoroughly discuss any such findings with you and agree upon any budget revisions prior to proceeding. Our assumptions are as follows:

- No floodplain or wetlands appear to exist on or adjacent to the site, and therefore no stormwater permitting has been included.

- All site grading and drainage will be performed by Teska. WBK's scope is limited to the items specifically listed above.
- We do not anticipate that this project will disturb one (1) acre or more of land. Therefore, no SWPPP, NOI or NPDES permitting is included.
- The existing water vault, PVC piping, and pond pump are in good working condition and will be re-used for the fountain that is designed by others.
- No permitting for the proposed fountain has been included in the scope of work except for the preparation of an abbreviated stormwater report for the Village's records as described above.
- No construction staking or construction engineering services are included in this scope of work. Construction engineering services shall be included in a future proposal once the project schedule has been determined.
- No additional meetings (except those noted in the scope of work above), public hearings, public presentations, etc. have been included in this scope.
- Project specification will be provided in CSI format with content submitted to the Village for incorporation into overall project manual and bid documentation.
- Site geometric and grading plans will be prepared by Teska with files provided for structural, electrical, and mechanical layout.

ESTIMATE OF FEES

WBK has provided lump sum fees for the tasks outlined in the above scope of services. Invoices will be issued monthly, based on the percentage of completion for each task. Our fees are based on the award of the entire Scope of Services and in general, individual tasks and accompanying fees cannot be broken out and awarded separately.

TASK #	TASK NAME	FEE
TASK 1	EXISTING CONDITIONS BASE SHEET	\$4,500
TASK 2	STRUCTURAL DESIGN	\$23,400
TASK 3	LIGHTING AND ELECTRICAL DESIGN	\$21,000
TASK 4	MECHANICAL DESIGN	\$2,000
TASK 5	STORMWATER PERMIT & REPORT	\$1,000
TASK 6	PROJECT ADMINISTRATION AND MANAGEMENT	\$2,000
TOTAL		\$ 53,900

**Includes sub-consultant fee for topographic survey. See attached proposal from RLS, dated 1/7/2025.

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

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

Thank you for the opportunity to provide service to the Village of North Aurora for the Veteran Memorial Plaza Improvements. If you have any questions, please do not hesitate to call.

Sincerely,

Vince DiPrima

Vince Di Prima, P.E., CPESC
Municipal Practice Manager

Encl: 2025 Standard Charges for Professional Services
General Terms and Conditions (February 4, 2016)
Survey proposal from RLS, dated 1/7/2025

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

Authorized By

Position

Date

WBK ENGINEERING, LLC
2025 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 254
Engineer VI	\$ 215
Engineer V	\$ 196
Engineer IV	\$ 170
Engineer III	\$ 152
Engineer II	\$ 135
Engineer I	\$ 120
Urban Planner VI	\$ 242
Urban Planner V	\$ 195
Urban Planner IV	\$ 172
Urban Planner III	\$ 149
Urban Planner II	\$ 125
Environmental Resource Specialist V	\$ 158
Environmental Resource Specialist IV	\$ 142
Environmental Resource Specialist III	\$ 125
Environmental Resource Specialist II	\$ 110
Environmental Resource Specialist I	\$ 99
Technician V	\$ 182
Technician IV	\$ 160
Technician III	\$ 145
Technician II	\$ 110
Technician I	\$ 98
Intern	\$ 75
Administrative	\$ 85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

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

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



January 7, 2025

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

Proposal: Professional Surveying Services for Veterans Memorial in
North Aurora, IL

Dear Mr. DiPrima,

Regional Land Services LLC. ("Regional") is providing this proposal for Professional Surveying of the area in the exhibit provided by WBK . We will provide the expertise needed to complete the tasks listed below. Regional is limited to the liability of the fee charged under each task listed in this contract.

TASKS

Topographic Survey: Regional will perform a topographic survey of the areas shown in the exhibit provided and follow the guidelines listed in the scope.

- The survey will be performed on the State Plane Coordinate system (Illinois East Zone) and the vertical datum will be NAVD 88.
- One-foot contours will be shown on the survey.
- All features of the land will be shown on the exhibit.
- Trees 6" and Larger
- The deliverable will be a pdf of the survey along with the CAD file of the site to be used in the design phase of the project.

ADDITIONAL SERVICES

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

LUMP SUM FEE

Topographic Survey	\$2,400
LUMP SUM TOTAL	\$2,400

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

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

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

Sincerely,



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

THIS PROPOSAL ACCEPTED FOR WBK ENGINEERING, LLC.

BY: _____

TITLE: _____

DATE: _____

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: February 3, 2025

RE: Water Facilities Electricity Bid Authorization

In May 2024, the Village entered into a 12-month electricity agreement through the Northern Illinois Municipal Electric Collaborative (NIMEC) group bid. Per the Village Board's direction, staff selected the green energy option offered through the bid. Staff will seek costs for both traditional energy and green energy as part of NIMEC's upcoming group bid. Per NIMEC, green energy is currently 0.003¢ per kilowatt-hour higher than traditional energy. Based on our current usage, the 0.003¢ per kilowatt hour green energy cost is approximately \$15,000 to \$20,000 annually. Currently, we are paying 6.378 cents per kilowatt hour for green energy under our current agreement.

On Tuesday March 4th, NIMEC will be conducting a group bid for electricity services. That morning, the Village will receive the bid results and contracts with options for one-, two-, or three-year agreements. Should the Village choose to enter into an agreement, signed contracts are due by 4pm on March 4th. Due to the short turnaround for the Village to accept or reject bids, staff is requesting authorization for the Village Administrator to sign an agreement with a provider if it is deemed favorable to the Village. In addition, staff is seeking feedback from the Board to see if we should continue with green energy or pursue traditional energy.

The attached resolution provides authorization for the Village Administrator to sign a contract with the lowest bidder and term deemed most favorable.



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Resolution No. _____

**RESOLUTION AUTHORIZING THE ENTERING INTO OF A CONTRACT FOR THE
PURCHASE OF ELECTRICITY FROM THE LOWEST COST ELECTRICITY PROVIDER
FOR A ONE, TWO, OR THREE YEAR TERM FOR WATER WELLS AND TREATMENT
PLANTS THROUGH THE NIMEC BID PROCESS**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2025

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2025
by _____.

Signed _____

Resolution _____

RESOLUTION AUTHORIZING THE ENTERING INTO OF A CONTRACT FOR THE PURCHASE OF ELECTRICITY FROM THE LOWEST COST ELECTRICITY PROVIDER FOR A ONE, TWO, OR THREE YEAR TERM FOR WATER WELLS AND TREATMENT PLANTS THROUGH THE NIMEC BID PROCESS

WHEREAS, the Village of North Aurora joined the NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABERATIVE (NIMEC) on November 27, 2006 for the purpose of procuring electricity through a cooperative pool in order to receive a more competitive bid price on electricity;

WHEREAS, the Village though its participation in the NIMEC bid process has subsequently entered into contracts with the lowest bidder for electricity since that time for the Village's wells, treatment plant facilities and street lighting facilities;

WHEREAS, the Village's current contract expires in May 2025 and the Village must procure bids for a new contract;

WHEREAS, because of the way the bidding process works, the Village Administrator will need to have the authority to sign a contract with the electricity provider which is deemed most favorable for the Village within hours of the bids being received by NIMEC, and determine if the desired contract should be for a one-year, two-year, three year, other such term or if no contract should be entered into.

NOW, THEREFORE, BE IT RESOLVED, that, in light of the time constraints applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Administrator is hereby authorized to sign a contract with the lowest bidder and term deemed to be most favorable to the Village of North Aurora.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025, A.D.

Jason Christiansen _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2025 A.D.

ATTEST:

Village President Mark Gaffino

Village Clerk