

# COMMITTEE OF THE WHOLE MEETING MONDAY, APRIL 21, 2025

(Immediately following the Village Board Meeting)

### AGENDA

CALL TO ORDER

**ROLL CALL** 

**AUDIENCE COMMENTS** 

### **TRUSTEE COMMENTS**

### DISCUSSION

- 1. Aurora Packing Water Agreement
- 2. Route 31 Road Diet

### **EXECUTIVE SESSION**

- 1. Property Acquisition
- 2. Personnel

### ADJOURN

Initials:

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees
 Cross
 Cc: Steven Bosco, Village Administrator
 From: Brandon Tonarelli, Assistant Public Works Director / Village Engineer
 Brian Richter, Public Works Director
 Date: April 14, 2025
 Re: Aurora Packing Company, Inc. Water Impact Agreement

Aurora Packing Company, Inc. (APC) was granted a Special Use/PUD in March of 2020 to redevelop their property and an adjacent property they had purchased which would allow them to construct a larger facility. At this time, only a 10% increase in water was projected.

In 2022, the Village was informed that the water usage projections for APC's new facility were much greater than originally anticipated. This led to the Village and APC working on a Water Impact Agreement. The below table shows their water usage prior to PUD approval, the PUD approval with the 10% increase, and APC's project water usage once their new facility is completed.

Description	Usage Year Prior to PUD Approval (2019)	Usage Year Prior to PUD Approval + 10%	Projected Usage New Facility
Avg. Daily Usage	210,727 gallons	231,799 gallons	347,484 gallons
Max. Daily Usage	308,120 gallons	338,932 gallons	508,084 gallons

The Village adopted an Ordinance in January of 2024 and amended in March of 2025, that established a protocol for determining an impact fee on new large water users and existing water users that increase their water usage by 15,000 gallons per day or more.

This Water Impact Agreement has been reviewed by both parties and is being entered into pursuant to the North Aurora Impact Fee Ordinance. A summary of the key points of the agreement are as follows:

- 1. A preliminary non-refundable impact fee of \$1,500,000.00 to be paid prior to and as a condition of using water at the new facility.
- 2. The full impact fee is to be determined and paid a year after APC reaches full production capacity at the new facility and will be the difference between the full impact fee and the preliminary impact fee.
  - a. The full impact fee is currently projected to be \$2,704,737 with the final payment resulting in \$1,204,737.

- 3. The Village will supply water to APC up to the Projected Average Daily and Projected Maximum Daily usage.
- 4. Water use monitoring and communication between APC and the Village will be ongoing to minimize any disruptions to APC's operations and provide advanced notice of any planned Village maintenance that may potentially limit APC water usage, and to avoid any issues to the Village water supply.
- 5. If APC's water usage increases after the final impact fee is paid, the Village may charge additional water usage fees if their average daily usage increases by 15,000 gallons or more in any rolling period of six billing cycles or exceeds the maximum daily usage by 15,000 gallons or more on any day and would be calculated using the same methodology.
- 6. APC's water usage is capped at 30,000 gallons more than the current projected maximum day water usage and increasing water usage beyond that, would require Village approval and the impact fee.
- 7. The Village has the right to shut off or restrict water to APC if APC's excessive usage imminently jeopardizes the Village's ability to provide water to other users.

Village staff is seeking feedback from the Village Board on the proposed Water Impact Agreement with Aurora Packing Company, Inc.

### WATER IMPACT AGREEMENT

THIS WATER IMPACT AGREEMENT ("Agreement") is made and entered into this day of \_\_\_\_\_\_, 2025 by and between the Village of North Aurora, an Illinois Municipal Corporation ("Village") and Aurora Packing Company, Inc., an Illinois Corporation ("APC"). Village and APC may be referred to collectively as "Parties" and individually as "Party".

### RECITALS

A. APC is the owner of the real property consisting of approximately 12.4 acres located at 125 South Grant Street, North Aurora, Illinois ("125 Property") and 149 South Grant Street, North Aurora, Illinois ("149 Property") as legally described in Exhibit A and depicted on Exhibit B (collectively the 125 Property and the 149 Property, the "APC Property").

B. APC has operated a meat packing facility on the 125 Property for several decades.

C. APC applied for I-3 Special Use/Planned Unit Development (PUD) ("Special Use/PUD") approval on December 13, 2019, to redevelop the APC Property, including (i) demolishing the existing facility located on the 125 Property and demolishing the building located on the 149 Property, (ii) constructing a new facility on the APC Property, and (iii) improving the parking, circulation and overall condition of the APC Property (the "Project").

D. On January 9, 2020, APC responded informally to a request for the estimated increase in water usage due to the Project, estimating an increase in water usage by approximately ten percent (10%), and that estimated increase percentage was formally restated at the public hearing on the application for zoning approval on February 17, 2020.

E. APC's average daily water usage as of March 2020 when the Special Use/PUD was granted for expansion of the APC facilities (based on the prior year) was approximately 210,727 gallons per day, maximum water usage was approximately 308,120 gallons a day based on the data used for water billing, a copy of which water billing is attached hereto and incorporated herein by reference as Exhibit C (the "Baseline Water Usage"), which data was incorporated into the Water System Evaluation – Aurora Packing Memo by Engineering Enterprises, Inc. updated March 11, 2025, a copy of which is attached hereto and incorporated herein by reference as Exhibit D (The "EEI Memo"), and the EEI Memo has determined the formula to be used to calculate impact fees for large water users currently is \$2,338 per population equivalent ("PE") with 1 PE being equal to 100 gallons of water per day , (the "2025 Impact Fee Formula"), which formula will change from time to time as the cost of necessary infrastructure improvements changes.

F. The Village approved the following ordinances relating to the Project based on the information and representations made by APC:

■ Ordinance No. 20-03-02-02, Granting a Special Use for a Planned Unit Development on March 3, 2020, (the "APC Special Use Permit").

- Resolution No. 21-12-20-02 Approving the Aurora Packing Company Final Plat of Subdivision on December 20, 2021.
- Ordinance No. 22-02-07-01, Approving a Minor Change to a Planned Unit Development on February 7, 2022.

G. The Village supplies potable water to APC which APC uses in its meat packing operations.

H. APC currently projects that APC's average daily water usage will be approximately 347,484 gallons of potable water usage for all water billing associated with all APC operations (the "Projected Average Daily Usage"). Average Daily Usage is based on total gallons used over six billing cycles divided by number of calendar days within those six billing cycles.

I. APC currently projects that APC's maximum daily water usage will be approximately 508,084 gallons of potable water for all water billing associated with all APC operations (the "Projected Maximum Daily Usage"), which is a significant increase in the projected water usage that was represented in the process of seeking Special Use/PUD approval and on which the Village relied in granting the Special Use/PUD without conditions as to water usage.

J. The Village attorney sent a Notice of Unauthorized Intensification of Special Use to APC through its attorney on June 24, 2022, on the basis that currently projected water usage greatly exceeds the water usage estimated to the Village during the process of reviewing the application for Special Use/PUD and the public hearing on the Special Use/PUD, altering the essential character or operation of the use in a way not approved at the time the Special Use/PUD was granted, as evidenced by the record, and such an increase in water demand will jeopardize the ability of the Village to provide water to the public.

K. It is APC's position that the water usage information presented by APC to the Village during the Special Use/PUD process was inadvertently incorrect. APC had not yet determined the ultimate capacity of the new facility and APC provided an unresearched estimate of water usage.

L. The Village is reasonably concerned that it may not be able to satisfy APC water consumption needs in terms of treatment plant capacity and physical system capacity without future improvements to the Village's system.

M. The Village independently determined in the ordinary course of planning that it needed to analyze its water system so as to provide sufficient water capacity for the entire Village based on the Village's anticipated growth. The Village included a water flow modeling study in its 2022 budget ("Study").

N. The Village commissioned the Study that was completed on September 1, 2023, using figures from APC and updated by the EEI Memo to ascertain the existing and future water

needs of the Village and the specifically and uniquely attributable impact of the increase in water usage by APC on the Village water system.

O. The Study was commissioned for assessment of water flow modeling and future water distribution needs for the entire Village, to enable the Village to determine infrastructure needs to meet the water consumption needs of future Village growth, generally, and APC specifically.

P. Pursuant to the Notice of Unauthorized Intensification of Special Use, a proceeding is required to consider amendment of the conditions of the Special Use/PUD, but the necessity and character of such conditions could not be determined at the time without completion of the Study.

Q. The parties agreed that the proceeding should be held in forbearance until the Village completed the Study and that APC would be allowed to proceed at its risk with the construction of the Project.

R. The Village adopted Ordinance No. 24-01-15-02 on January 15, 2024, amending North Aurora Code Section 13.24.060 to establish a protocol for determining an impact fee on new large water users and water users projecting increases of more than 15,000 gallons per day in line with the EEI Study to collect funds for infrastructure improvements uniquely and specifically attributable to meet the new demands of such water users, has been amended to require a study and collection of a fee for water users projecting increases of more than 15,000 gallons per day ("Impact Fee Ordinance").

S. Since APC was granted a special use/PUD permit for the expansion of the facilities prior to the Impact Fee Ordinance, the Village agrees to establish the threshold water usage for purposes of applying the Impact Fee Formula at the Baseline Water Usage plus ten percent (10%).

T. This Water Impact Agreement is being entered into pursuant to the North Aurora Impact Fee Ordinance and the Village's authority to manage and pay for the Village water system and to collect appropriate fees from users of the system according to their specifically and uniquely attributable impact on the infrastructure necessary to provide water, and this Agreement is being entered into in lieu of reopening the Special Use/PUD and imposing condition on the Special Use, and the Unauthorized Intensification of Special Use.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein contained and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and APC agree as follows:

1. <u>Recitals</u>. The above recitals are hereby incorporated into and made a part of this Section 1 as though fully set forth herein.

2. <u>Acknowledgments</u>. APC acknowledges that it is a large water user as described in the Impact Fee Ordinance, and the projected increase in water usage when the new APC facility is completely built out under the current APC plans and operating at full capacity triggers the

requirement of payment of an impact fee to offset the burden on the Village Water System infrastructure that is specifically and uniquely attributable to that increase.

**3.** <u>Special Use/PUD</u>. The Special Use/PUD shall continue in place without change, and the allegation of Unauthorized Intensification of Special Use is resolved by entering into this Agreement and compliance with the terms hereof.

4. <u>Construction of the Project</u>. The Village shall allow APC to continue with the completion of the Project pursuant to the approved Special Use/PUD in the ordinary course once the Agreement is signed and the Preliminary Impact Fee is paid.

### 5. <u>Building Permit and Impact Fee</u>.

A. Prior to and as a condition of opening the water service line at the new facility, in addition to all other conditions of the building permit, APC shall pay to the Village as a preliminary non-refundable impact fee the sum of \$1,500,000.00 ("Preliminary Impact Fee").

B. The parties agree that the actual average daily water usage and maximum daily water usage shall be determined as of the last day of the last day of the 6<sup>th</sup> 2-month billing cycle after APC reaches full production capacity as determined by APC, but in no event shall the determination of full production capacity be later than two (2) years from the date APC receives the temporary occupancy for the new facility. The data from six (6) 2-month billing periods of metered usage after APC reaches full production capacity will be used to calculate the "Benchmark Average Daily Usage" and "Benchmark Maximum Daily Usage", and APC shall pay the difference between the total impact fee applicable based on the Impact Fee Formula and the Preliminary Impact Fee already paid (the "Full Impact Fee") within sixty (60) days of the date of determination and written notice of same to APC. APC shall provide the Village notice in writing when it reaches full production capacity, and if APC does not provide such notice, full production capacity shall be determined as of the date two (2) years from the date the temporary occupancy permit issued.

C. The calculations to determine the Benchmark Average Daily Usage and Benchmark Maximum Daily Usage shall be made using the Village metered billing data for the water supplied to APC. APC shall have the right to review the data and the calculations, and APC shall have an opportunity to challenge the benchmark determinations and require redetermination of the benchmark determinations in keeping with the data.

D. Under no circumstances shall the Benchmark Average Daily Usage and/or Benchmark Maximum Daily Usage exceed the Projected Average Daily Usage and/or Projected Maximum Daily Usage except in compliance with this Agreement.

6. <u>Village Supply of Water</u>. Pursuant to this Agreement, the Village shall supply water to APC up to the Projected Average Daily Usage amount and the Projected Maximum Daily

Usage amount, and the Village shall build out the infrastructure required to accommodate APC's daily and peak water usage needs and shall continue to provide APC's water needs up to the Projected Average Daily Usage amount and the Projected Maximum Daily Usage amount, subject to delays or failures caused by *force majeure*, including, but is not limited to acts of God (such as earthquakes, floods, hurricanes, or other natural disasters); acts of war, terrorism, or civil disturbance; governmental orders, restrictions, or regulations beyond the reasonable control of the Village; extreme drought or significant disruptions in the supply of water due to uncontrollable environmental factors; fires, explosions, or mechanical failures at treatment or distribution facilities; strikes, lockouts, labor disputes, or other industrial actions beyond the reasonable control of the Village; any other cause beyond the reasonable control of the Village, provided that such cause could not have been prevented through the exercise of reasonable care or foresight. In so agreeing to supply APC's projected water needs up to Projected Average Daily Usage amount and the Projected Maximum Daily Usage amount, the Village does not waive its tort immunity to the extent it applies as a matter of law, and this Agreement is not intended to alter the relationship of municipal water supplier to municipal water user in that or any other respect. APC acknowledges that the Village may not be able to supply water in excess of the Projected Average Daily Usage amount and the Projected Maximum Daily Usage amount without further expansion and improvement of the Village water facilities, and the Village is not committing to such further expansion and improvements of the Village water facilities by entering into this Agreement.

7. <u>Water Use Monitoring</u>. The parties recognize that APC is currently the largest water user in the Village. APC's water usage uniquely impacts the Village's ability to provide water throughout the Village, and APC would be uniquely impacted if water by conservation measures, water restrictions, or water is shut-off in an emergency or exigent circumstances. As a result, ongoing monitoring of APC's water usage and communication between APC and the Village is critical for both parties. APC shall designate a representative to facilitate emergency communications on an ongoing, 24-hour basis, if needed, (the "Designated APC Representative"), and APC shall provide the Village with emergency contact information for the Designated APC Representative. APC shall update the Designated APC Representative at all times so that the Designated APC Representative contact information is always accurate. The Village is reachable at any time day or night through the non-emergency police phone number (630) 897-8705, and APC may also contact the Village's Water Superintendent whose contact information shall be provided and updated as it changes.

A. To aid with water monitoring, the Village has installed or will install and maintain, in keeping with the usual and customary practices for water users in the Village, a cellular or AMI equipped water meter capable of providing automated, real time water readings directly to the Village and APC shall provide the Village necessary access upon reasonable request to the water meter in keeping with the North Aurora Municipal Code. Either party may request periodically, but not any more frequently than annually, that the meter be retested and recalibrated, and the party requesting the retesting and recalibration shall pay the associated cost thereof. Any such calibration or the maintenance or replacement of the water meter shall be done during the Village of North Aurora's normal working hours (Monday-Friday/7AM-3:30PM).

B. The Village acknowledges and agrees that APC has communicated that its water usage data is proprietary information, and the Village shall not disclose said information to any person or entity accept as required by law.

C. In order to allow both parties to manage water distribution and consumption and to minimize the need for any sudden or unexpected need to curtail water usage, APC shall provide the Village an ongoing projection of their water demands that will be required on a rolling, periodic basis as agreed by the parties, and if APC's planned water demand increases significantly, APC shall notify the Village of such planned increases after the plans are developed, but not later than five (5) business days from the date of the planned increase in water demand.

D. The Village agrees to communicate and cooperate with APC as best as reasonably practicable when any unusual events or circumstances arise that jeopardize or threaten to jeopardize the Village's ability to provide sufficient potable water to meet APC and public demand. Events or circumstances that may give rise to joint efforts to curtail water usage include, but are not necessarily limited to, the following or combination of the following: fire suppression events, water tower maintenance or system failure, water distribution system maintenance or failure, water treatment plant maintenance or system failure, well maintenance or system failure, drought, unavailability of water from the source, and similar events and circumstances ("Imminent Threats to the Water Supply System").

(1). Water Main Breaks. The Village hereby agrees to provide no less than six (6) hours' notice for any imminent need to shut down or reduce water that can be provided to APC for a water line break or other unforeseen systems failures unless the need to shut down or reduce the flow of water to APC requires more immediate action to protect the public health, safety, and welfare, in which case the Village shall provide such advance notice as immediately practicable. The Village shall also use its best efforts to minimize the duration of the water shut down or reduction and to expedite the water main or system repair and to restore full water use to APC as soon as reasonably and safely possible under the circumstances.

(2) Major Upgrades or Scheduled Maintenance. Major upgrades or scheduled maintenance to the Village's water system that could affect APC's water usage are infrequent and are typically well known in advance. In the event that a major system upgrade or scheduled maintenance of the water system might require the Village to reduce or shut off water to APC for any length of time, the Village shall notify APC and inform APC of the plans for the Upgrade and/or Scheduled Maintenance. In these events, the Village will work to accommodate APC as reasonably as practicable to minimize the adverse impact of any scheduled reduction or shut off water for such work.

E. If the Mayor declares a water emergency as provided in the North Aurora Municipal Code and the Illinois Municipal Code, the Village shall treat APC according to its Village-wide protocol for dealing with water emergencies, and the Village will use its best efforts to restore water use to APC as soon as practicable in keeping with that protocol, best practices, and the protection of the public health, safety, and welfare. In these declared water emergencies, the Village will work to keep APC informed to further minimize any impacts to APC's operations.

8. <u>Additional Impact Fees/Penalties</u>. After the Benchmark Average Daily Usage and Benchmark Maximum Daily Usage are calculated and the Full Impact Fee is determined, adjustments shall be made for increases in the average daily usage or the maximum daily usage that exceeds the Benchmark Average Daily Usage and Benchmark Maximum Daily Usage as follows:

A. <u>Additional Impact Fees.</u> If APC exceeds the Benchmark Average Daily Usage by 15,000 gallons or more per day in any rolling period of six (6) billing cycle or exceeds the Benchmark Maximum Daily Usage by 15,000 gallons or more on any day as provided in the North Aurora Municipal Code, the Village may require an updated water study and/or assess an additional impact fee commensurate with the additional burden of the increased average daily water usage.

B. <u>Cap Usage/Penalties</u>. APC shall not exceed the Benchmark Maximum Daily Usage, by more than 30,000 gallons per day without prior written approval by the Village and revision to this Agreement. If APC exceeds the Benchmark Daily Maximum Usage by more than 30,000 gallons in a day without prior written approval of the Village and revision of this Agreement, the Village may shut off or restrict APC's water to the extent that, but only as long as, APC's excessive usage imminently jeopardizes the Village's ability to provide water to other water users.

C. <u>Request for Increase</u>. In the event APC plans to utilize more water than the Benchmark Average Daily Usage or Benchmark Maximum Daily Usage, APC shall notify the Village's Water Superintendent or the Village's Director of Public Works. If the increase is more than 15,000 gallons of the Benchmark Average Daily Usage or Benchmark Maximum Daily Usage, the Village shall review the request from APC promptly in the ordinary course of review and determine if an updated water study and/or assessment of an additional impact fee commensurate with the additional burden of the increased water usage is necessary.

D. <u>Force Majeure</u>. No penalties or requirement for increased impact fees shall be triggered for temporary increases in water usage that are unforeseen and outside of APC's control, such as a catastrophic event or water main break.

E. <u>Limitations</u>. The Village is not committing to provide nor guaranteeing the provision of water to APC in excess of the Projected Average Daily Usage or Projected Maximum Daily Usage by entering into this Agreement. The Village maintains the right and authority to deny the request for increase in the Projected Average Daily Usage and/or Projected Maximum Daily Usage, if in the sole determination of the Village the additional water cannot be supplied without unduly compromising or adversely affecting the ability of the Village to provide potable water to the public, with or without additional infrastructure. The Village maintains the right and authority to condition the request for

increase in the Projected Average Daily Usage and/or Projected Maximum Daily Usage as the Village determines in its sole discretion is necessary to avoid unduly compromising or adversely affecting the provision of potable water to the public, including, but not limited to, delaying such increased water usage until additional infrastructure is constructed to accommodate the increase.

### 9 <u>General Provisions</u>.

A. <u>Amendment</u>. No subsequent amendment, modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and executed by the Parties hereto.

B. <u>Choice of Law and Venue</u>. The laws of the State of Illinois shall govern the terms of this Agreement as to both interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

C. <u>Severability</u>. If one or more of the provisions contained in this Agreement should for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

D. <u>Ambiguity</u>. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

E. <u>No Waiver</u>. Neither Party shall be deemed, by any act or omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party and, then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

F. <u>Exhibits Incorporated</u>. Any exhibit referenced herein is incorporated herein and made a part hereof.

G. <u>Captions and Paragraph Headings</u>. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

H. <u>Authorization</u>. The undersigned warrant and represent that they are authorized to execute this Agreement.

I. <u>Recordation</u>. This Agreement shall be recorded in the Office of the Kane County Recorder by the Village.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on this \_\_\_\_\_ day of , 2025.

# VILLAGE OF NORTH AURORA, an Illinois Municipal Corporation

# AURORA PACKING COMPANY, INC., an Illinois Corporation

By:		By:	
Its:		Its:	
STATE OF ILLINOIS	)		
COUNTY OF KANE	) ss.		

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_\_\_, personally known to me to be the \_\_\_\_\_\_\_ of the Village of North Aurora, an Illinois Municipal Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_\_\_, he/she signed and delivered the said instrument and caused the corporate seal of said company to be affixed thereto, pursuant to authority given by said municipality, as his/her free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

### NOTARY PUBLIC

STATE OF ILLINOIS	)
	) ss.
COUNTY OF	)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_\_\_, personally known to me to be the \_\_\_\_\_\_\_ of Aurora Packing Company, Inc., an Illinois Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_\_\_, he signed and delivered the said instrument and caused the corporate seal of said company to be affixed thereto, pursuant to authority given by said company, as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

NOTARY PUBLIC

### EXHIBIT A

### **LEGAL DESCRIPTION OF APC PROPERTY**

### **125 PROPERTY**

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN JACOB DICKES' ADDITION TO NORTH AURORA, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1884 IN BOOK 7 OF PLATS, PAGE 8, TOGETHER WITH THE EAST HALF OF VACATED GRANT STREET LYING WESTERLY OF AND ADJOINING SAID LOTS ACCORDING TO THE PLAT OF VACATION RECORDED APRIL 2, 1998 AS DOCUMENT NO. 98K026516; ALSO,

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF 8 IN BLOCK 3 IN JACOB DICKES' ADDITION TO NORTH AURORA; THENCE SOUTH 17 DEGREES, 17 MINUTES, 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8 EXTENDED SOUTHEASTERLY, 4.50 FEET; THENCE SOUTH 72 DEGREES, 53 MINUTES, 00 SECONDS WEST, AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 8, 308 FEET MORE OR LESS FEET TO THE EASTERLY BANK OF THE FOX RIVER; THENCE NORTHERLY ALONG SAID EASTERLY RIVER BANK TO THE SOUTHERLY LINE OF SAID LOT 8 EXTENDED WESTERLY; THENCE NORTH 88 DEGREES, 26 MINUTES 32 SECONDS EAST, ALONG SAID EXTENDED SOUTHERLY LINE AND SAID SOUTHERLY LINE, TO THE POINT OF BEGINNING; ALSO

### **149 PROPERTY**

LOT 1, LOT 2, LOT A AND LOT B IN 149 GRANT STREET SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 2013 AS DOCUMENT NO. 2013K030743;

ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

### **NOW DESCRIBED AS**

LOT 1 OF AURORA PACKING COMPANY SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 10, LOTS 11 AND 12 IN BLOCK 25 OF A.H. STONE'S SUBDIVISION, LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 3 IN JACOB DICKES'ADDITION, LOTS 1, 2, A AND B IN 149 GRANT STREET SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBURARY 15, 2022 AS DOCUMENT NO. 2022K008891, IN KANE COUNTY, ILLINOIS.

**PREVIOUS PINs**: 15-03-301-015; 15-03-301-016; 15-03-301-017; 15-03-301-018; 15-03-301-019; 15-03- 301-020; 15-03-301-021; 15-03-301-022; 15-03-301-023; 15-03-301-028; 15-03-301-029; 15-03-301-030; AND 15-03-301-031/**CURRENT PIN**: 15-03-301-033

EXHIBIT B



### Exhibit C

Baseline Water Usage

### Summary of Year of North Aurora Water Billing from Six Bills Prior to PUD Application Submittal

### Account #: 006078-000 ( 125 Grant St.)

Billing Period	Water Consumption (gallons)
11/30/18 to 1/31/19	10,000,000
1/31/19 to 3/28/19	12,362,000
3/28/19 to 5/31/19	11,527,000
5/31/19 to 7/31/19	13,013,000
7/31/19 to 9/30/19	15,179,000
9/30/19 to 11/27/19	12,813,000
Account Total	74,894,000

#### Account #: 006077-000 ( 125 Grant St.)

Billing Period	Water Consumption (gallons)
11/29/18 to 1/30/19	255,000
1/30/19 to 3/28/19	157,000
3/28/19 to 5/30/19	217,000
5/30/19 to 7/31/19	175,000
7/31/19 to 9/27/19	252,000
9/27/19 to 11/26/19	197,000
Account Total	1,253,000

#### Account #: 006079-000 ( 125 Grant St. Garage)

Billing Period	Water Consumption (gallons)
11/29/18 to 1/30/19	26,000
1/30/19 to 3/28/19	21,000
3/28/19 to 5/30/19	22,000
5/30/19 to 7/30/19	22,000
7/30/19 to 9/27/19	23,000
9/27/19 to 11/26/19	20,000
Account Total	134,000

#### Account #: 006077-001 ( 149 Grant St)

Billing Period	Water Consumption (gallons)	
Not owned by Aurora Packing prior to this bill		
10/24/19 to 11/26/19	5/19 2,000	
Account Total	2,000	

Grand Total of All Accounts	76,283,000
Total # of Calendar Days	362
Assumed (11/30/18 to 11/27/19)	

### Exhibit D

The EEI Memo



### MEMO

То:	Brandon Tonarelli, PE Village Engineer
From:	Michele L. Piotrowski, PE, LEED AP Senior Project Manager / Principal
Date:	March 11, 2025
Re:	Water System Evaluation – Aurora Packing
EEI Job #:	NO2206

Per your request, we have reviewed the adequacy of the Village's water system to meet the requested additional demands for Aurora Packing. To determine the adequacy of the water system, three (3) parts of the system were evaluated:

- 1) Supply and Treatment Capacity
- 2) Storage Capacity
- 3) Distribution System Capacity (If there is adequate supply and storage, can the water main network adequately distribute the water at the correct pressures and flows to support the development?)

These capacity evaluations are summarized in this memo.

### **Background**

### **Overall Village Water System Master Plan Analysis Status**

The Village is in the process of completing a Water System Master Plan. As part of this study, an analysis is being similarly being performed for supply, storage, and distribution system capacity. The general volume needs for supply and treatment as well as the storage have been identified, and the distribution system analysis is still in progress via the development of a water model. Based on the current analysis, the Village has a deficit of storage of over 400,000 gallons and a surplus of supply of 1,700 gpm. These deficits/surpluses are based on parameters (*Peak Hour Storage* for storage and *Reliable Source Capacity* for supply and treatment) identified later in this report. Although the study is not complete, we understand the Village's need to address and understand the impacts of the expansion of Aurora Packing on the Village's water system in a timely manner. Therefore, an analysis specific to Aurora Packing has been completed via an evaluation of the supply, storage, and distribution system needs/impacts.

### **Historical and Projected Water Use**

The projected water use estimate is a critical factor in determining the water system needs for Aurora Packing. Three key parameters that are utilized in the water use projections are the average day demand, the Maximum Day Demand to Average Day Demand ratio (MDD:ADD), and the Peak Hour Demand. These are critical assumptions for analysis and understanding the impacts to the water facilities. Given the anticipated water use at the Aurora Packing expansion is not fully known, the Village requested historical and projected water use from Aurora Packing for the analysis. Subsequently, the ADD was obtained from billing information for 2019, and a summary of the billing data is included in Appendix A for reference. Furthermore, it is our understanding that during the original PUD meetings, the owner indicated water use was anticipated to increase by 10%. This additional demand was



used as the baseline use for Aurora Packing when determining the additional supply and storage needs along with the associated connection fee. For the historical water use data, information was not available for the maximum day demand and peak hour demand. The maximum day demand was extrapolated based on the future water use projections by determining the ratio of maximum day demand to average day demand which was calculated to be 1.46. Similarly, the peak hour demand was determined by extrapolating the ratio of peak hour demand to maximum day demand which was calculated to be 2.50. Table No. 1 summarizes the range of historical and projected future water use for Aurora Packing:

### Table No. 1. Historical and Projected Water Use

SCENARIO	USAGE YEAR PRIOR TO PUD APPROVAL - 2019	USAGE YEAR PRIOR TO PUD APPROVAL - 2019 + 10%	FUTURE SCENARIO ADD = 347,484 GPD MDD:ADD = 1.47
ANNUAL PUMPAGE	76,915,180 GAL	84,606,698 GAL	126,831,660 GAL
ADDITIONAL AVERAGE DAILY PUMPAGE			+115685 GAL
AVERAGE DAILY PUMPAGE (TOTAL)	210,727 GAL	231,799 GAL	347,484 GAL
MAXIMUM DAILY PUMPAGE (1.46 x ADD BASED ON FUTURE SCENARIO INFO)	308,120 GAL	338,932 GAL	508,084 GAL
COMPUTED MAXIMUM HOUR (2.50 x MDD BASED ON FUTURE SCENARIO INFO)	32,063 GAL	35,270 GAL	52,872 GAL
COMPUTED MAXIMUM HOUR	534 GPM	588 GPM	881 GPM

These various water use scenarios were then used to determine the supply and treatment and storage that the existing facility uses as well as the future supply and treatment and storage impacts on the system.

### System Evaluation

The water supply and storage systems of the overall Village were evaluated for adequacy using six (6) parameters which generally rate the strength of the supply and storage systems.

The parameters used for supply and treatment are as follows:

- 1. *Ultimate Source Capacity* The ability of the system to supply the maximum day demand with the largest well out of service.
- 2. *Reliable Source Capacity* The ability of the system to supply the maximum day demand with all wells operating 18 hours per day.



The parameters used for storage are as follows:

- 3. *Peak Hour Storage* The ability of the system to have sufficient storage to meet the peak hour demand for 4 hours without depleting storage more than 50 percent.
- 4. *Fire Flow* The ability of the system to meet a design fire flow rate for the design period and meet maximum day demand with the largest well out of service. A common design fire flow is 3,500 gpm for 3 hours.
- 5. *Emergency Supply* The ability of the system to supply the average day demand using elevated storage and supply sources with standby power generator systems only. Normally 80% of storage tank capacity is assumed to be available.
- 6. *Ten State Standards* The ability of the system to supply the average day demand using elevated storage and supply sources with standby power generator systems only. Assuming tanks are 100% full.

In terms of the parameters that provide guidance for supply, both *Ultimate Source Capacity* and *Reliable Source Capacity* are typically calculated. However, *Reliable Source Capacity* was the limiting factor for the overall Village system analysis and therefore was the focus for the analysis for Aurora Packing. Similarly, the various storage parameters were calculated for the overall Village, but *Peak Hour Storage* was the limiting factor and therefore was the focus for the analysis for Aurora Packing. Based on historical and projected water use scenarios identified above, both the *Reliable Source Capacity* and *Peak Hour Storage* parameters were subsequently calculated and are presented in Table No. 2 below.

	AURORA PACKING			ADDITIONAL
SCENARIO	USAGE YEAR PRIOR TO PUD APPROVAL - 2019	USAGE YEAR PRIOR TO PUD APPROVAL - 2019 + 10%	FUTURE SCENARIO ADD = 347,484 GPD MDD:ADD = 1.46	PROJECTED USAGE AFTER THE PUD APPROVAL IN 2019 + 10%
SUPPLY AND TREATMENT				
Reliable Source Capacity <sup>1</sup>	-285 GPM	-314 GPM	-470 GPM	157 GPM
STORAGE				
Peak Hour Storage	-256,508 GAL	-282,158 GAL	-422,976 GAL	166,468 GAL

### Table No. 2. Water Works System Evaluation - Projected System Needs

Notes:

1 - Assumes wells are operating 18 hours/day for Reliable Source Capacity.

Prior to the PUD approval in 2019, Aurora Packing was utilizing approximately 256,508 gallons of storage and 285 gpm of supply and treatment. The additional 10% water use represented during the PUD negotiations increased Aurora Packing's storage and supply needs to 282,158 gallons and 314 gpm, respectively. Therefore, utilizing the water use represented during the PUD baseline as a baseline, then, at the time of the projected future scenario, Aurora Packing requires an additional 157 gpm (470 gpm – 314 gpm = 157 gpm) in supply as well as 166,468



gallons (422,976 gallons – 282,158 gallons = 166,468 gallons) of storage. The associated costs of these impacts are identified and evaluated later in this report; first, the distribution system capacity is evaluated.

### **Distribution System Capacity**

A water model is currently being developed and verified for the Village. It is not yet fully complete, but there is adequate information available to understand the Village's ability to meet the additional demands of Aurora Packing.

Per AWWA Manual M32 Computer Modeling of Water Distribution Systems, in general, the water distribution system and or pipe network is considered to be deficient if any of the following occurs at any location or under any condition:

- 1. Pressures during maximum day demand and fire flow conditions fall below 20 psi,
- 2. Pressures during peak hour demand conditions fall below 30 to 40 psi,
- 3. Pressures rise above 90 to 110 psi (understanding that the Illinois Plumbing Code (Section 890.1210) requires a maximum of 80 psi for internal plumbing),
- 4. Velocities exceed 5 feet per second (fps),
- 5. Headlosses exceed 6 feet per 1,000 feet (ft) for pipes less than 16" in diameter, and
- 6. Headlosses exceed 2 feet per 1,000 feet (ft) for pipes 16" in diameter and greater.

The low-pressure constraint under maximum day demand and fire flow conditions is critical and has been recommended by the National Fire Protection Association (NFPA). However, there is some engineering judgment required for the other pressure recommendations. With respect to the velocity and headloss constraints, the general parameters above are used to design new piping system and are general guidelines. Understanding that the Village of North Aurora is not a new design, but rather an existing distribution system, some latitude and engineering judgment should be used while evaluating the distribution system with the water model. To illustrate, having pipe velocities greater than 5 fps may result in wasted energy, requiring additional pumping costs; but, it may not be cost effective to replace the existing water main with a larger main. However, as velocities approach 10 fps, other issues commonly occur such as water hammer; and, these are more of the major concerns that we aim to identify. In addition, the pressure and velocity constraints tend to govern the needs in the system and thus became the focus of this analysis.

These guidelines are primarily tested under two scenarios:

- 1. Maximum Day Demand + Fire Flow Conditions, and
- 2. Peak Hour Demand Conditions

As stated previously, the model verification is not yet complete. However, main capacity testing was performed to observe flows throughout the system. Based on the flow tests performed on March 7, 2023 (see attached Appendix B), the main capacity at a residual psi appears to be approximately 6,000 gpm. This test was completed closer to a day in which the demands were the typical average day demand. However, even if the demands increased to maximum day demand conditions and the additional demand resulting from Aurora Packing expansion were included, it appears that the mains would still have greater than 3,500 gpm available for firefighting and fire suppression purposes in the general vicinity of Aurora Packing.

The field test is great to understand what can be delivered to the system, but then we wanted to better understand if the velocities to get the flow to that location would not have a negative long-term effect on the overall system. Therefore, the model (although not 100% complete) was utilized to obtain a general understanding of the flow of the water, velocities, and pressures anticipated during a fire flow situation. Appendix C provides screenshots from



various model runs completed. However, the general conclusion is that the pressures and velocities also appear to be adequate based on the current in-progress model. Therefore, based on this analysis, it appears that the distribution network appears to have adequate capacity to handle the additional demand at this time.

### **Cost Analysis and Recommendations**

As part of this study, cost estimates have been prepared for additional storage and supply and treatment to address the Village's needs through 2050. The size and location of the various facilities is still under consideration; however, cost estimates for the various potential sizes were prepared. Please refer to attached Appendix D for the conceptual cost estimates. Provided supply costs for the are based on 2023 pricing information and include contingency, engineering fees, and estimated ComEd (electrical service to the site) costs. Provided storage costs are based on recent bid costs the Village received for a new elevated water storage tank and include engineering fees. Subsequently, a connection fee analysis was performed for the water storage and supply and treatment to understand the financial impacts of the anticipated additional water use by Aurora Packing expansion since the PUD approval in 2019 plus an additional 10% water use. The impacts to the storage, supply, and treatment are calculated to be \$2,704,737 based on the water use information provided by Aurora Packing. Please refer to Appendix E for the connection fee analysis summary and refer to Appendix F for step-by-step calculations for the connection fees. The water use assumptions are critical for understanding the impacts; and, if these should change, then this analysis should be revisited.

If you have any questions, please do not hesitate to reach out to me.

# APPENDIX A

# SUMMARY OF YEAR OF NORTH AURORA WATER BILLING FROM SIX BILLS PRIOR TO PUD APPLICATION SUBMITTAL

### **APPENDIX A**

### Summary of Year of North Aurora Water Billing from Six Bills Prior to PUD Application Submittal

#### Account #: 006078-000 ( 125 Grant St.)

Billing Period	Water Consumption (gallons)
11/30/18 to 1/31/19	10,000,000
1/31/19 to 3/28/19	12,362,000
3/28/19 to 5/31/19	11,527,000
5/31/19 to 7/31/19	13,013,000
7/31/19 to 9/30/19	15,179,000
9/30/19 to 11/27/19	12,813,000
Account Total	74,894,000

#### Account #: 006077-000 ( 125 Grant St.)

Billing Period	Water Consumption (gallons)
11/29/18 to 1/30/19	255,000
1/30/19 to 3/28/19	157,000
3/28/19 to 5/30/19	217,000
5/30/19 to 7/31/19	175,000
7/31/19 to 9/27/19	252,000
9/27/19 to 11/26/19	197,000
Account Total	1,253,000

#### Account #: 006079-000 ( 125 Grant St. Garage)

Billing Period	Water Consumption (gallons)
11/29/18 to 1/30/19	26,000
1/30/19 to 3/28/19	21,000
3/28/19 to 5/30/19	22,000
5/30/19 to 7/30/19	22,000
7/30/19 to 9/27/19	23,000
9/27/19 to 11/26/19	20,000
Account Total	134,000

#### Account #: 006077-001 ( 149 Grant St)

Billing Period	Water Consumption (gallons)
Not owned by Aurora F	Packing prior to this bill
10/24/19 to 11/26/19	2,000
Account Total	2,000

Grand Total of All Accounts	76,283,000
Total # of Calendar Days	362
Assumed (11/30/18 to 11/27/19)	

210,726.52

Average Gallons per Dav	
in orage canone per bay	

### **APPENDIX B**

# FLOW TESTING RESULTS



NO2206\_ Fire Flow Locations



# APPENDIX C

# WATER MODELING DISTRIBUTION SYSTEM ANALYSIS

# Appendix C: Future Industrial Loads

North Aurora

5/18/23

Aurora Packing Company Velocity Average Day Demand Midday tank levels, Pumps off







Aurora Packing Company Velocity Maximum Day Demand Tanks Low, Pumps On







Aurora Packing Company Pressure Maximum Day Demand Tanks Low, Pumps On





# APPENDIX D CONCEPTUAL COST ESTIMATES



JOB NO:	NO2206
DESIGNED:	MLP/CRW
DATE:	June 29, 2023
PROJECT TITLE:	NORTH AURORA - CONNECTION FEE ANALYSIS NEW DEEP WELL AND WATER TREATMENT PLANT

	Engineer's Opinion of Probable Construction Cos	st					
ITEM					UNIT		
NO.	ITEM	UNIT	QUANTITY		PRICE		AMOUNT
1,000	GPM DEEP IRONTON-GALESVILLE WELL (24x18)	1		1		1	
1	CONSTRUCTION (CASING, HOLE, GROUT, ETC.)	LS	1		\$1,200,000	\$	1,200,000.00
2	DEVELOPMENT (AIR IMPULSE, HYDRAULIC JETTING, ETC.)	LS	1		\$500,000	\$	500,000.00
3	EQUIPMENT (PUMP/MOTOR, COLUMN PIPING, POWER CABLE, PITLESS ADAPTER, ETC.)	LS	1		\$450,000	\$	450,000.00
TREA	TMENT BUILDING, EQUIPMENT AND ELECTRICAL		n	1		1	
4	WATER TREATMENT PLANT BUILDING W/ BACKWASH TANK (APPROXIMATELY 4,000 SF)	LS	1	\$ 1	,400,000.00	\$	1,400,000.00
5	HMO TREATMENT SYSTEM	LS	1	\$	950,000.00	\$	950,000.00
6	CHEMICAL FEED EQUIPMENT	LS	1	\$	150,000.00	\$	150,000.00
7	MISCELLANEOUS PIPING AND VALVES	LS	1	\$	250,000.00	\$	250,000.00
8	CHEMICAL FEED EQUIPMENT	LS	1	\$	150,000.00	\$	150,000.00
9	ELECTRICAL	LS	1	\$	450,000.00	\$	450,000.00
10	CONTROLS AND INSTRUMENTATION	LS	1	\$	75,000.00	\$	75,000.00
11	SCADA INTEGRATION	LS	1	\$	50,000.00	\$	50,000.00
12	EMERGENCY GENERATOR	EACH	1	\$	300,000.00	\$	300,000.00
SITE	WORK						
13	YARD PIPING (WATER MAIN & SANITARY AND STORM SEWER)	LS	1	\$	150,000.00	\$	150,000.00
14	PAVING	LS	1	\$	40,000.00	\$	40,000.00
15	FENCING	LS	1	\$	50,000.00	\$	50,000.00
16	RESTORATION & LANDSCAPING	SQYD	4000	\$	15.00	\$	60,000.00
		CONS	<b>FRUCTION C</b>	OST	SUBTOTAL	\$	6,225,000.00
			CONT	ING	ENCY (30%)	\$	1,868,000.00
	CONTRACTO	ORS OV	ERHEAD AN	DP	ROFIT (13%)	\$	810,000.00
		BC	ONDS AND IN	ISU	RANCE (3%)	\$	187,000.00
	3-PHASE 48	80V ELE	ECTRICAL SE	ERV	ICE TO SITE	\$	150,000.00
	ENGINEER'S OPINION OF TOTAL	PROBA	BLE CONST	RU	CTION COST	\$	9,240,000.00
ENGINEERING (18%) <u></u>					1,664,000.00		
					TOTAL	\$	10,904,000.00

Notes: - All values are based on 2023 estimated construction costs. - Assumes Well constructed at the WTP site.

G:\Public\North Aurora\2022\NO2206 Water Distribution System Model\Docs\Aurora Packing\[PCE-Well&WTP.xlsx]New Deep Well and WTP

# PRINCETON DRIVE ELEVATED WATER STORAGE TANK BID PROPOSAL

The Bidder proposes to complete the project for the following prices by XXXX, or less:

ltem No.	SPECIAL PROVISION	BASE BID ITEMS	UNIT	QUAN.	Unit Price	Total
1		PERIMETER EROSION BARRIER	FOOT	2240	\$3.95	\$8,848.00
2	*	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$14,250.00	\$14,250.00
3	*	EARTH EXCAVATION (SITEWORK ONLY)	CU YD	925	\$33.00	\$30,525.00
4		CONCRETE WASHOUT	EACH	1	\$3,750.00	\$3,750.00
5	*	CONSTRUCTION SITE PERIMETER FENCE	FOOT	1200	\$7.25	\$8,700.00
6	*	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$37,250.00	\$37,250.00
7	*	WATER MAIN, 16-INCH D.I.P., CLASS 52, WITH Polyethylene wrap	FOOT	71	\$525.00	\$37,275.00
8	*	WATER MAIN, 16-INCH D.I.P., CLASS 54, WITH Polyethylene wrap	FOOT	39	\$525.00	\$20,475.00
9	*	FIELD LOK GASKET, 16"	EACH	4	\$425.00	\$1,700.00
10	*	NON-DRAINING FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	1	\$12,500.00	\$12,500.00
11	*	BUTTERFLY VALVE & VALVE VAULT, 16-INCH IN 60- INCH VAULT	EACH	3	\$29,250.00	\$87,750.00
12	*	INSERTION VALVE & VALVE VAULT, 16-INCH IN 60- INCH VAULT	EACH	1	\$46,215.00	\$46,215.00
13	*	DUCTILE IRON FITTINGS	POUND	951	\$10.00	\$9,510.00
14	*	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - Type 1	CU YD	100	\$212.00	\$21,200.00
15	*	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - Type 2	CU YD	100	\$143.00	\$14,300.00
16		REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	\$21.50	\$2,150.00
17	*	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	100	\$95.00	\$9,500.00
18	*	FOUNDATION MATERIAL	CU YD	200	\$115.00	\$23,000.00
19	*	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$1,250.00	\$1,250.00
20		RIPRAP RR-3	SQ YD	12	\$180.00	\$2,160.00
21		AGGREGATE SUBGRADE IMPROVEMENT 12-INCH	SQ YD	860	\$19.30	\$16,598.00
22		GEOTEXTILE FABRIC	SQ YD	860	\$3.00	\$2,580.00
23	*	HOT-MIX ASPHALT BINDER COURSE, IL 19.0	TON	285	\$108.00	\$30,780.00
24	*	HOT-MIX ASPHALT SURFACE COURSE, MIX D	TON	205	\$111.00	\$22,755.00
25		HOT-MIX ASPHALT SURFACE REMOVAL, 6-INCH	SQ YD	840	\$12.00	\$10,080.00
26	*	PCC SIDEWALK, 5-INCH	SQ FT	190	\$15.00	\$2,850.00
27	*	SPLASH PAD	LSUM	1	\$1,850.00	\$1,850.00

28		CONCRETE BOLLARD	EACH	1	\$1,150.00	\$1,150.00
29	*	CONTAINMENT	LSUM	1	\$240,000.00	\$240,000.00
30	*	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1	\$6,000.00	\$6,000.00
31	*	FURNISH AND INSTALL CATHODIC PROTECTION	LSUM	1	\$41,200.00	\$41,200.00
32	*	SCADA, COMPLETE AND OPERATIONAL	LSUM	1	\$59,180.00	\$59,180.00
33	*	SCADA FIBER WIRE IN PCC ENCASED CONDUIT	FOOT	400	\$44.55	\$17,819.00
34	*	GRIDBEE GS-9 TANK MIXER	LSUM	1	\$50,747.00	\$50,747.00
35	*	30KVA TRANSFORMER ON CONCRETE PAD	LSUM	1	\$6,876.00	\$6,876.00
36	*	QUAZITE HANDHOLE	EACH	4	\$6,619.50	\$26,478.00
37	*	HUBBELL RATIO PAR 3 LIGHT POLE WITH PCC FOUNDATION, COMPLETE	EACH	2	\$10,744.00	\$21,488.00
38	*	CCTV SECURITY SYSTEM, 8-CAMERA, CABINET AND ANTENNA, COMPLETE	LSUM	1	\$28,516.00	\$28,516.00
39	*	CAT6 CABLE IN PCC ENCASED CONDUIT, 4 CABLE	FOOT	470	\$36.24	\$17,035.00
40	*	ELECTRIC CABLE IN PCC ENCASED CONDUIT, 4/C, NO 10 ground	FOOT	470	\$46.18	\$21,704.00
41	*	ELECTRIC CABLE IN PCC ENCASED CONDUIT, 3/C, NO 6 GROUND	FOOT	400	\$32.78	\$13,110.00
42	*	ELECTRICAL GROUNDING SYSTEM, COMPLETE	LSUM	1	\$43,477.00	\$43,477.00
43	*	SWING GATES	FOOT	44	\$220.00	\$9,680.00
44	*	CHAIN LINK FENCE W/ BARBED WIRE TOP TREATMENT	FOOT	870	\$51.50	\$44,805.00
45	*	FENCE REMOVAL	FOOT	125	\$8.00	\$1,000.00
46	*	RESTORATION	SQ YD	6500	\$14.70	\$95,550.00
47	*	RESTORATION WETLAND BUFFER	SQ YD	1200	\$15.95	\$19,140.00
48	*	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30000	\$1.00	\$30,000
				SUBTOT	AL BASE BID =	\$1,274,756.00
ltem No.	SPECIAL PROVISION	OPTION A BID ITEMS (1.00 MG TANK)	UNIT	QUAN.	Unit Price	Total
49	*	1,000,000 GALLON SPHEROID ELEVATED WATER STORAGE TANK, INCLUDING DESIGN AND CONSTRUCTION (ELEVATION 852.5 TCL) **	LSUM	1	\$3,889,144.00	\$3,889,144.00
50	*	FOUNDATION AND VALVE VAULT, INCLUDING PIPING, BUTTERFLY VALVE, ELECTRICAL CONDUITS AND APPURTENANCES FOR TANK	LSUM	1	\$1,414,217.00	\$1,414,217.00
51	*	EXTERIOR WET PAINTING, COMPLETE	LSUM	1	\$257,900.00	\$257,900.00
52	*	INTERIOR WET PAINTING, COMPLETE	LSUM	1	\$94,100.00	\$94,100.00
53	*	INTERIOR DRY PAINTING, COMPLETE	LSUM	1	\$356,148.00	\$356,148.00
54	*	LETTERING AND LOGO	LSUM	1	\$22,500.00	\$22,500.00
**		**Performance Bond (100%) Not Included in Item 49				
				SUBTOTA	L OPTION A BID $=$	\$6,034,009.00

			\$1,274,756.00			
			BASE BID PRICE =	\$7,308,765.00		
<u></u>	<u></u>	Total OPTION A + BASE BID Price In Words:				
Seven r	million, three hun	ıdred eight thousand, seven hundred sixty-five dollars.				_
ltem No.	SPECIAL PROVISION	OPTION B BID ITEMS (1.25 MG TANK)	UNIT	QUAN.	Unit Price	Τοταί
55	*	1,250,000 GALLON SPHEROID ELEVATED WATER STORAGE TANK, INCLUDING DESIGN AND CONSTRUCTION (ELEVATION 852.5 TCL) **	LSUM	1	\$4,324,597.00	\$4,324,597.00
56	*	FOUNDATION AND VALVE VAULT, INCLUDING PIPING, BUTTERFLY VALVE, ELECTRICAL CONDUITS AND APPURTENANCES FOR TANK	LSUM	1	\$1,514,217.00	\$1,514,217.00
57	*	EXTERIOR WET PAINTING, COMPLETE	LSUM	1	\$284,900.00	\$284,900.00
58	*	INTERIOR WET PAINTING, COMPLETE	LSUM	1	\$91,200.00	\$91,200.00
59	*	INTERIOR DRY PAINTING, COMPLETE	LSUM	1	\$360,384.00	\$360,384.00
60	*	LETTERING AND LOGO	LSUM	1	\$22,500.00	\$22,500.00
**		** Performance Bond (100%) Not Included in Item 55				
SUBTOTAL OPTION B BID =					\$6,597,798.00	
	SUBTOTAL BASE BID =				\$1,274,756.00	
	TOTAL OPTION B + BASE BID PRICE =					\$7,872,554.00
Total OPTION B + BASE BID Price In Words:						
Seven r	million, eight hun	dred seventy-two thousand, five hundred fifty four dollars				_

# 1 MG Tank

Base Bid =	\$7,308,765.00
Estimated Containment Deduct =	- \$220,000.00
Heated Valve Room =	- \$ 65,600.00
Total Construction Estimated Cost =	\$7,023,165.00
Engineering Cost =	\$601,301.00
Total Estimated Cost =	\$7,624,466.00
1.25 MG Tank	
Base Bid =	\$7,872,554.00
Estimated Containment Deduct =	- \$240,000.00

Estimated Containment Deduct =	- \$240,000.00
Estimated Revised Foundation with	
Heated Valve Room =	- \$ 65,600.00
Total Construction Estimated Cost =	\$7,566,954.00
Engineering Cost =	\$601,301.00
Total Estimated Cost =	\$8,168,255.00

# APPENDIX E

### **CONNECTION FEE**

### **APPENDIX E - WATER CONNECTION FEE ANALYSIS - AURORA PACKING**

Village of North Aurora, Illinois

Capacity	Туре	Additional	Construction	Land	Total Project	Cost Per
(GPM)		P.E. Served <sup>α</sup>	Cost - Treatment	Acquisition	Cost	P.E.
1,000	New Deep Well and WTP	7,386	\$10,904,000	\$0	\$10,904,000	\$1,476

<sup>α</sup> Based on Reliable Source Capacity (Well operating 18 hours per day to meet the Maximum Day Demand, 100 gpcpd, and a Maximum Day Demand to Average Day Demand ratio of 1.46)

#### WATER STORAGE COST PER P.E.

Tower Type	Tower Volume (Gallons)	Additional P.E. Served <sup>5</sup>	Co	onstruction Cost	Land Acquisition	Total Project Cost	Cost Per P.E.
Spheroid	1,000,000	8,215	\$	7,624,466	\$0	\$7,624,466	\$928
Spheroid	1,250,000	10,269	\$	8,168,255	\$0	\$8,168,255	\$795

<sup>C</sup> Based on Peak Hour Storage (Storage capacity to meet four hours of Peak Hour Demand using a maximum of 50% of the storage) and a Maximum Day Demand to Average Day Demand ratio of 1.46 and Peak Hour Demand to Maximum Day Demand ratio of 2.50

1 PE = 100 GPD

### CONNECTION FEE SUMMARY (COST PER P.E.)

		COST PER PE	
	1 MG EWST	1.25 MG EWST	AVERAGE
WATER SUPPLY AND TREATMENT	\$1,476	\$1,476	\$1,476
WATER STORAGE	\$928	\$795	\$861.76
TOTAL WATER IMPACT	\$2,404	\$2,272	\$2,338

Aurora Pack fro	m Usage		COST PER USE	
GPD	PE	1.0 MG WST	1.25 MG WST	AVERAGE
115,685 Note: 1 PE = 100 GPD	1,157	\$2,781,473	\$2,628,001	\$2,704,737

# APPENDIX F

### STEP-BY-STEP CONNECTION FEE CALCULATIONS





# **APPENDIX F - STEP-BY-STEP CONNECTION FEE CALCULATIONS**

Water use provided for the connection fees is as follows:

SCENARIO	USAGE YEAR PRIOR TO PUD APPROVAL - 2019	USAGE YEAR PRIOR TO PUD APPROVAL - 2019 + 10%	FUTURE SCENARIO ADD = 347,484 GPD MDD:ADD = 1.47	
ANNUAL PUMPAGE	76,915,180 GAL	. 84,606,698 GAL	126,831,660 GAL	
ADDITIONAL AVERAGE DAILY PUMPAGE			+115685 GAL	
AVERAGE DAILY PUMPAGE (TOTAL)	210,727 GAL	. 231,799 GAL	347,484 GAL	
MAXIMUM DAILY PUMPAGE (1.46 x ADD BASED ON FUTURE SCENARIO INFO)	308,120 GAL	. 338,932 GAL	508,084 GAL	
COMPUTED MAXIMUM HOUR (2.50 x MDD BASED ON FUTURE SCENARIO INFO)	32,063 GAL	. 35,270 GAL	52,872 GAL	
COMPUTED MAXIMUM HOUR	534 GPN	1 588 GPM	881 GPM	

Please note that Aurora Packing is most familiar with their processes at their plant, and we accept their water use projections for the purposes of this analysis. However, we do recommend the Village perform on-going monitoring of the water use as they expand to confirm the provided uses are consistent with those presented to the Village.

**Step 1:** Calculate the additional water use from 2019 (PUD agreement approval) + 10% to the ultimate projected water use for the plant.

Projected Average Day Demand = 347,484 gpd

2019 + 10% Average Day Demand = 231,799 gpd

Difference = 115,685 gpd

Step 2: Calculate the additional anticipated population equivalent (PE) based on 108,951 gpd.

Difference = 115,685 gpd / (100 gpd/PE) = 1,156.85 PE

Appendix F Step-By-Step Connection Fee Calculations Page 2 of 3

Step 3: Calculate connection fee associated with Supply and Treatment.

Step 3.a: Prepare a cost of a typical 1,000 gpm well and associated treatment plant.

*Estimated Cost* = \$10,904,000

**Step 3.b:** Determine how many population equivalent (PE) the 1,000 gpm well will serve based on Reliable Source Capacity assuming the following:

- Wells operate 18 hours per day to meet the Maximum Day Demand
- 1 PE = 100 gpcpd
- Maximum Day Demand = 508,084 gpd
- Average Day Demand = 347,484 gpd
- Maximum Day Demand to Average Day Demand ratio = (505,084 gpd) / (347,484 gpd) = 1.462

Number of PE Served by 1000 gpm well =

(1000 gallons/minute) x 60 minutes/hour x 18 hours / 1.462 / 100 gallons/day/PE = 7,386 PE

**Step 3.c:** Determine supply and treatment cost impact per PE.

Supply and Treatment cost per PE = \$10,904,000 / 7,386 PE = \$1,476.26 PE

Step 3.d: Determine supply and treatment cost impact for Aurora Packing.

Supply and Treatment cost per PE = 1,156.85 PE x \$1,476.26 PE = \$1,707,811

**Step 4:** Calculate connection fee associated with Water Storage.

**Step 4.a:** Prepare a cost of a typical water storage tank.

*Estimate Cost for 1,000,000 gallon tank = \$7,624,466* 

Estimate Cost for 1,250,000 gallon tank = \$ 8,168,255

**Step 4.b**: Determine how many population equivalent (PE) the various size tanks will serve based on Peak Hour Storage (Storage capacity to meet four hours of Peak Hour Demand using a maximum of 50% of the storage) assuming the following:

- Wells operate 18 hours per day to meet the Maximum Day Demand
- 1 PE = 100 gpcpd
- Maximum Day Demand = 505,084 gpd

Appendix F Step-By-Step Connection Fee Calculations Page 3 of 3

- Average Day Demand = 347,484 gpd
- Maximum Day Demand to Average Day Demand ratio = (505,084 gpd) / (347,484 gpd) = 1.462
- Peak Hour Demand = 52,872 gph = (52,872 gph) x (24 hrs / day) = 1,268,928 gpd
- Peak Hour Demand to Maximum Day Demand ratio = (1,268,928 gpd) / (505,084 gpd) = 2.497

Number of PE Served for 1,000,000 gallon tank =

= 1,000,000 gallons x 50% x / 100 gallons per day per PE / 1.462 / 2.497 / (4 hrs / 24 hrs / day) = 8,215 PE

Number of PE Served for 1,250,000 gallon tank =

= 1,250,000 gallons x 50% x / 100 gallons per day per PE / 1.462 / 2.497 / (4 hrs / 24 hrs/day) = 10,269 PE

Step 4.c: Determine storage cost impact per PE for the various tank sizes.
Storage cost per PE (1,000,000 gallon tank) = \$7,624,466/ 8,215 PE = \$928.09 PE
Storage cost per PE (1,250,000 gallon tank) = \$ 8,168,255/ 8,215 PE = \$795.43 PE
Average Storage cost per PE = \$861.76

**Step 4.d:** Determine the average storage cost impact for Aurora Packing.

Storage cost per PE = 1,156.85 PE x \$862.00/PE = \$996,925

Step 5: Calculate connection fee associated with Supply and Treatment and Storage.

Total Supply, Treatment, and Storage Cost Impact = \$1,707,811 + \$996,925 = \$2,704,737

Subsequently, the recommended water impact fee for the additional water use for Aurora Packing is \$2,704,737 as demonstrated in the calculations above and Appendix E.

# Memorandum



То:	Mark Gaffino, Village President & Board of Trustees
Cc:	Steven Bosco, Village Administrator
From:	Brandon Tonarelli, Assistant Public Works Director / Village Engineer
Date:	April 14, 2025
Re:	IL Route 31 Road Diet Feasibility Study

The Village entered into an agreement with WBK Engineering, LLC to perform a feasibility study for implementing a road diet (reducing the number of travel lanes) on IL Route 31 between Mooseheart Road and Airport Road.

The limit of the study was determined to start at the north end at Mooseheart Road as the City of Batavia recently completed implementing a road diet that ended at this intersection. The south end was determined as the logical termini since south of Airport Road the traffic volume is higher and the distance between signalized intersections is short. IDOT is also designing widening the intersection of the I-88 ramp and IL 31.

WBK will present the results of the study and potential next steps for implementation of the road diet. Village staff is looking for feedback from the Village Board on whether to move forward with additional engineering and submittal to IDOT. The draft budget for the next fiscal year did include \$95,000 for engineering in the Capital Projects Fund.