



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, MAY 19, 2025 – 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

ZOOM VIEWING INFORMATION

Website Address: <https://us02web.zoom.us/j/84188002614>

Meeting ID: 841 8800 2614 | **Dial In:** +1 312 626 6799

AGENDA

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

ROLL CALL

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes Dated 05/05/2025
2. Bills List Dated 05/19/2025 in the Amount of **\$1,111,853.64**
3. Approval of Resolution Approving the Acquisition of Part of the Property Located at 200 Hansen Boulevard in the Village of North Aurora
4. Approval of Resolution Approving the Acquisition of Part of the Property Located at 201 Hansen Boulevard in the Village of North Aurora

NEW BUSINESS

1. Approval of Software License and Services Agreement for Mark 43 Records Management Software for North Aurora Police Department
2. Approval of an Engineering Agreement with WBK Engineering for Route 31 Road Diet Project Phases 1 & 2 in the Amount of **\$94,750.00**
3. Approval of an Employment Agreement for the Village Administrator

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: 

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, May 5, 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 Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

AWARD – Officer Mason Brant Lifesaving Award

Sergeant Robinson spoke about the incident in which Officer Brant saved a life. Mayor Gaffino awarded the Lifesaving Award to Officer Brant. Mayor Gaffino expressed appreciation of the North Aurora Police Department.

PROCLAMATION – Motorcycle Awareness Month

In an effort to raise awareness of Motorcycle Awareness and safety, and in support of DuKane A.B.A.T.E. of Illinois, Inc., Mayor Gaffino proclaimed the month of May 2025 as Motorcycle Awareness Month. Mark Garrison, member of A.B.A.T.E. Illinois, was on hand to share the organization's efforts to educate and raise awareness of motorcyclists.

AUDIENCE COMMENTS – Adam Pauley, resident of Aurora, president of the regional school board and representative of the 708 Mental Health Board for Aurora Township and the Overdose Taskforce for Kane County, shared about an awareness campaign for the 988 Suicide & Crisis Lifeline (Text/Call 988 or Chat 988lifeline.org).

CONSENT AGENDA

1. Village Board Minutes Dated 04/21/2025; Committee of the Whole Minutes Dated 04/21/2025
2. Bills List Dated 05/05/2025 in the Amount of \$146,416.27
3. Approval of Resolution for the 2025-26 Motor Fuel Tax (MFT) General Maintenance Program
4. Approval of a Resolution Authorizing FY2025-26 Ongoing Professional Services Vendors Expected to Exceed \$25,000

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

OLD BUSINESS

ACKNOWLEDGE OUTGOING BOARD MEMBERS

Jessi Watkins addressed the Village Board, staff and audience to express gratitude in serving the Village of North Aurora as Village Clerk. Mayor Gaffino thanked her for her years of service to the community.

ADJOURN

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

INSTALLATION OF NEWLY ELECTED OFFICIALS

- 1) Oath of Office for Newly Elected Officials
 - i) Mark Gaffino, Village President
 - ii) Michael Lowery, Village Trustee
 - iii) Todd Niedzwiedz, Village Trustee
 - iv) Carolyn Bird Salazar, Village Trustee
 - v) Holly O'Brien, Village Clerk

NEW BOARD RECONVENES THE BOARD MEETING

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

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

APPOINTMENT OF MAYOR PRO TEM

Mayor Gaffino reappointed Trustee Mark Guethle as Mayor Pro Tem. All in agreement. Motion passes.

NEW BUSINESS

1. Approval of Ordinance Adopting the Budget of the Village of North Aurora for the Fiscal Year Beginning June 1, 2025 and Ending May 31, 2026

Finance Director Paprocki reminded the board that the budget proposal had been presented at the Committee of the Whole meetings of March 3 and March 17. Changes were presented at the April 7 Committee of the Whole meeting and that final budget is presented for vote.

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

2. Approval of FY 2025-26 Appropriation and Budget Resolution for Messenger Public Library

Finance Director Paprocki explained that Messenger Public Library passed this resolution at its April 10 meeting for their budget for the current fiscal year. They are required to submit their budget to the Village Board for approval, which we use this fall for the tax levy process.

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

3. Approval of Aurora Packing Company, Inc. Water Impact Agreement

Public Works Director Richter explained that APC received their special use PUD in 2020 and in 2022 the Village was informed that APC's projected water use would be higher than estimated. This led to the Village and APC negotiating a water impact fee, which allows the Village to recoup some costs associated with providing essential services to new residents and businesses. The water impact fee was discussed at the Committee of the Whole meeting on April 21. The preliminary nonrefundable fee is \$1.5 million and the estimated full impact fee will be \$2.7 million.

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

4. Approval of Agreement with Infrastructure Management Services for Pavement Condition Study & GIS Asset Collection in the Amount of \$32,128.00

Public Works Director Richter explained this contract allows a study to assess the condition of each road in the Village and is recommended to be performed every 3-5 years. The last study was conducted in 2021, and results help the Village determine the future road replacement programs. The contract includes data collection for condition of pavement markings and street sign asset inventory. The Village received quotes from 3 companies and has \$45,000 budgeted in the 2025-2026 fiscal year budget. Staff recommends awarding this contract to Infrastructure Management Services.

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

5. Approval of TIF Façade Grant for 227 South Lincolnway in the amount of \$24,240.50

Community Development Director Darga explained the restaurant La Jaivita Beef and Bowls finished their rehab of the building and received a CO and are applying for a TIF grant for parking lot and signage improvements. The grant program allows up to \$20,000 50% match. They are requesting \$16,120.00 for parking lot repavement and \$8,120.00 to remove the nonconforming pole sign and install new wall signs on the building.

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

VILLAGE PRESIDENT – Mayor Gaffino expressed his honor to serve the residents of North Aurora and thanked his family for supporting both him and the Village. He thanked his fellow board members for their desire to work together to serve the residents, and he thanked the staff for their fantastic work and dedication. Finally, he expressed his enthusiasm to continue serving another term and for the exciting projects to come in the Village.

TRUSTEES COMMENTS –

Trustee Salazar also expressed the honor and privilege of serving another term for the constituents of North Aurora and expressed appreciation for the Village staff. Trustee Lowery also expressed his joy of serving and commended the cooperation between Village staff and the board. Trustee Niedzwiedz expressed his enthusiasm to serve another term and thanked outgoing Village Clerk Watkins.

ADMINISTRATOR'S REPORT –

Administrator Bosco explained that information regarding the Village's Road Diet plan discussed at a previous Committee of the Whole meeting was posted to the Village's social media and received much positive feedback. Bosco reminded the board that the Road Diet process will require a full engineering study by WBK Engineering and that those results will be presented at another Committee of the Whole meeting before submission to IDOT. Bosco also reminded the board that current construction on Rte. 31 is the valve replacement recently approved by the board and expedited by Public Works ahead of the state's decision to move up the repaving of Rte. 31.

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – None
5. **Village Attorney**- None

ADJOURNMENT TO EXECUTIVE SESSION

Motion to adjourn to Executive Session was made by Trustee Lowery 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 Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

ADJOURNMENT

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

Respectfully Submitted,

Holly O'Brien
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 05/15/2025 - 11:28AM
Batch: 00502.05.2025



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
ACSI Mechanical Group									
468558									
31268	4/22/2025	1,263.00	0.00	05/19/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce			Boiler Repair- VH						
		<hr/>							
	31268 Total:	1,263.00							
		<hr/>							
	ACSI Mechanical Group T	1,263.00							
Aflac									
030540									
880378	4/27/2025	716.74	0.00	05/19/2025				No	0
01-000-2053 AFLAC			AFLAC- April 2025						
		<hr/>							
	880378 Total:	716.74							
		<hr/>							
	Aflac Total:	716.74							
AIM									
046510									
1003076	5/1/2025	147.00	0.00	05/19/2025				No	0
01-435-4267 Finance Services			Flex125- April 2025						
		<hr/>							
	1003076 Total:	147.00							
		<hr/>							
	AIM Total:	147.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
Alarm Detection Systems of IL									
000060									
183240-1032	4/6/2025	908.94	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Alarm Monitoring- TPs					
		<hr/>							
183240-1032 Total:		908.94							
		<hr/>							
Alarm Detection Systems o		908.94							
American Water Works Assn.									
007050									
SO216472	1/28/2025	87.00	0.00	05/19/2025				No	0
60-445-4390 Dues & Meetings				Membership Renewal- Kennedy					
		<hr/>							
SO216472 Total:		87.00							
SO228980	3/28/2025	87.00	0.00	05/19/2025				No	0
60-445-4390 Dues & Meetings				Membership Renewal- Lundell					
		<hr/>							
SO228980 Total:		87.00							
		<hr/>							
American Water Works Ass		174.00							
AT&T Mobility									
468386									
*** 287322262314	4/19/2025	321.48	0.00	05/19/2025				No	0
01-440-4652 Phones and Connectivity				Cell Phone- Admin 3/20 - 4/19					
		<hr/>							
287322262314 Total:		321.48							
28732226477	4/19/2025	120.54	0.00	05/19/2025				No	0
01-440-4652 Phones and Connectivity				Cell Phone- CommDev 3/20 - 4/19					
		<hr/>							
28732226477 Total:		120.54							
*** 287322277733	4/19/2025	824.45	0.00	05/19/2025				No	0
01-445-4652 Phones and Connectivity				Cell Phone- PW 3/20 - 4/19					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
287322277733 Total:		824.45							
*** 287322279371	4/19/2025	865.66	0.00	05/19/2025				No	0
60-445-4652 Phones and Connectivity		Cell Phone- Water 3/20 - 4/19							
*** 287322279371	2/19/2025	567.03	0.00	05/19/2025				No	0
60-445-4652 Phones and Connectivity		Cell Phone- Water 1/20 - 2/19							
287322279371 Total:		1,432.69							
*** 287322279713	4/19/2025	1,503.11	0.00	05/19/2025				No	0
01-440-4652 Phones and Connectivity		Cell Phone- PD 3/20 - 4/19							
287322279713 Total:		1,503.11							
AT&T Mobility Total:		4,202.27							
Aurora Area Convention									
003770									
05012025	5/1/2025	1,316.57	0.00	05/19/2025				No	0
15-430-4752 90% Tourism Council		NA Lodging Hotel Tax/ March 2025							
05012025 Total:		1,316.57							
05012025-02	5/1/2025	3,249.37	0.00	05/19/2025				No	0
15-430-4752 90% Tourism Council		Red Roof Hotel Tax/ March 2025							
05012025-02 Total:		3,249.37							
Aurora Area Convention To		4,565.94							
Aurora Fastprint									
029610									
48786	4/17/2025	605.64	0.00	05/19/2025				No	0
60-445-4507 Printing		Door Hangers (1000)							
48786 Total:		605.64							
48994	5/1/2025	47.01	0.00	05/19/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
01-410-4411 Office Expenses					Business Cards- Clerk				
48994 Total:		47.01							
48994-02	5/1/2025	69.63	0.00	05/19/2025				No	0
01-441-4411 Office Expenses					Business Cards- Permit Technician				
48994-02 Total:		69.63							
48994-03	5/1/2025	791.64	0.00	05/19/2025				No	0
01-435-4411 Office Expenses					Envelopes (3000)				
48994-03 Total:		791.64							
Aurora Fastprint Total:		1,513.92							
Camic Johnson, LTD. 03989									
172	4/28/2025	350.00	0.00	05/19/2025				No	0
01-440-4260 Legal					Adjudication Hearing- 4/16/25				
172 Total:		350.00							
Camic Johnson, LTD. Tota		350.00							
Carus Corporation 033300									
SLS 10120193	4/17/2025	2,925.32	0.00	05/19/2025				No	0
60-445-4437 Chemicals - Water Treatment					HMO Chemicals- WTP				
SLS 10120193 Total:		2,925.32							
SLS 10120194	4/17/2025	1,299.48	0.00	05/19/2025				No	0
60-445-4437 Chemicals - Water Treatment					HMO Chemicals- ETP				
SLS 10120194 Total:		1,299.48							
Carus Corporation Total:		4,224.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CDW Government, Inc.									
027170									
AD72X2A	4/22/2025	1,497.60	0.00	05/19/2025				No	0
01-440-4510 Equipment/IT Maint			Squad Printer Paper						
AD72X2A Total:		1,497.60							
CDW Government, Inc. To		1,497.60							
Certified Laboratories Division									
048600									
9128525	4/22/2025	1,231.13	0.00	05/19/2025				No	0
01-445-4511 Vehicle Repair and Maint			Gasket & Sealant Aerosol						
9128525 Total:		1,231.13							
Certified Laboratories Divi		1,231.13							
Cintas Corporation									
041590									
5264353807	4/14/2025	60.42	0.00	05/19/2025				No	0
60-445-4422 Safety Supplies			First Aid Supplies- ETP						
5264353807 Total:		60.42							
5264353808	4/14/2025	85.71	0.00	05/19/2025				No	0
60-445-4422 Safety Supplies			First Aid Supplies- WTP						
5264353808 Total:		85.71							
5265769007	4/22/2025	155.27	0.00	05/19/2025				No	0
60-445-4422 Safety Supplies			First Aid Supplies- 22 Monroe						
5265769007 Total:		155.27							
Cintas Corporation Total:		301.40							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
City of Aurora 027870									
239135	4/16/2025	389.50	0.00	05/19/2025				No	0
60-445-4562 Testing (water)					Water Testing- March 2025				
239135 Total:		389.50							
City of Aurora Total:		389.50							
Clarke Environmental Mosquito 000300									
00103568	4/25/2025	17,296.75	0.00	05/19/2025				No	0
01-445-4521 Mosquito Control					Mosquito Control- Pay#3				
00103568 Total:		17,296.75							
Clarke Environmental Mos		17,296.75							
Coffman Truck Sales, Inc. 000320									
660602	4/23/2025	40.00	0.00	05/19/2025				No	0
01-445-4511 Vehicle Repair and Maint					Safety Test- Truck #166				
660602 Total:		40.00							
Coffman Truck Sales, Inc. T		40.00							
Commonwealth Edison 000330									
*** 0048252222	4/14/2025	59.69	0.00	05/19/2025				No	0
60-445-4662 Utility					Water Tower Electric				
0048252222 Total:		59.69							
*** 1392693000	4/21/2025	3,057.47	0.00	05/19/2025				No	0
10-445-4660 Street Lighting and Poles					Streetlight/ 211 River Rd				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1392693000 Total:	3,057.47							
*** 1982048000	4/18/2025	11.31	0.00	05/19/2025				No	0
10-445-4660	Street Lighting and Poles			Streetlight/ 355 Moorfield					
	1982048000 Total:	11.31							
447934900	4/18/2025	5.86	0.00	05/19/2025				No	0
10-445-4660	Street Lighting and Poles			Streetlight/ 1197 Comiskey Ave					
	447934900 Total:	5.86							
*** 5673211222	4/18/2025	11.31	0.00	05/19/2025				No	0
10-445-4660	Street Lighting and Poles			Streetlight/ 1193 Comiskey Ave					
	5673211222 Total:	11.31							
*** 6997063000	4/18/2025	2,228.30	0.00	05/19/2025				No	0
10-445-4660	Street Lighting and Poles			Streetlights					
	6997063000 Total:	2,228.30							
	Commonwealth Edison Tot	5,373.94							
Constellation NewEnergy, Inc.									
034130									
70579438401	4/30/2025	8,450.82	0.00	05/19/2025				No	0
60-445-4662	Utility			Well #4/ WTP 3/12 - 4/11					
	70579438401 Total:	8,450.82							
70579438401-02	4/30/2025	6,503.76	0.00	05/19/2025				No	0
60-445-4662	Utility			Well #6 3/10 - 4/9					
	70579438401-02 Total:	6,503.76							
70579438401-03	4/30/2025	12,533.10	0.00	05/19/2025				No	0
60-445-4662	Utility			Well #8 3/11 - 4/10					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	70579438401-03 Total:	12,533.10							
70579438401-04	4/30/2025	5,332.81	0.00	05/19/2025				No	0
60-445-4662 Utility				Well #7 3/13 - 4/14					
	70579438401-04 Total:	5,332.81							
70579438401-05	4/30/2025	8,802.74	0.00	05/19/2025				No	0
60-445-4662 Utility				Well #9 3/21 - 4/22					
	70579438401-05 Total:	8,802.74							
70579438401-06	4/30/2025	12,950.86	0.00	05/19/2025				No	0
60-445-4662 Utility				Well #5/ ETP 3/13 - 4/14					
	70579438401-06 Total:	12,950.86							
	Constellation NewEnergy,	54,574.09							
Core & Main 039040									
W852476	4/25/2025	1,666.00	0.00	05/19/2025				No	0
60-445-4568 Watermain Rprs. & Rplcmnts.				Rep Curb Stop Boxes- Autumn Ridge					
	W852476 Total:	1,666.00							
	Core & Main Total:	1,666.00							
Creekside Compost, LLC 467909									
531422	3/19/2025	309.60	0.00	05/19/2025				No	0
01-445-4540 Streets & Alleys Rpr & Mtce				Dirt					
	531422 Total:	309.60							
	Creekside Compost, LLC T	309.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
DACRA Adjudication Systems 467842									
DT 2025-04-006	4/30/2025	2,500.00	0.00	05/19/2025				No	0
01-440-4513 Software Maintenance				Adjudication					
	DT 2025-04-006 Total:	2,500.00							
	DACRA Adjudication Syst	2,500.00							
David Arndt 047010									
05092025	5/9/2025	34.50	0.00	05/19/2025				No	0
01-430-4370 Conferences & Travel				Meal Reimbursement					
	05092025 Total:	34.50							
	David Arndt Total:	34.50							
Dependent Specialists, Inc. 467976									
4733	5/9/2025	1,125.00	0.00	05/19/2025				No	0
01-435-4267 Finance Services				Dependent Audit Part #2					
	4733 Total:	1,125.00							
	Dependent Specialists, Inc.	1,125.00							
Dixon Engineering, Inc. 030970									
25-0361	5/5/2025	4,525.00	0.00	05/19/2025				No	0
60-445-4255 Engineering				Tank Mixer					
	25-0361 Total:	4,525.00							
	Dixon Engineering, Inc. Tot	4,525.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Doug Botkin 047330									
05062025	5/6/2025	50.00	0.00	05/19/2025				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 5/6/25					
05062025 Total:		50.00							
Doug Botkin Total:		50.00							
Drendel & Jansons Law Group 028580									
13597	3/31/2025	1,383.33	0.00	05/19/2025				No	0
60-445-4260 Legal				Legal Services- Water/ March 2025					
13597 Total:		1,383.33							
Drendel & Jansons Law Gr		1,383.33							
Duffield Consulting Engineers Ltd. 467743									
623	4/21/2025	2,830.00	0.00	05/19/2025				No	0
60-445-4560 Water Studies				TENORM Safety Services					
623 Total:		2,830.00							
Duffield Consulting Engine		2,830.00							
Electrical Resource Management, Inc. 467799									
6226	3/14/2025	264.00	0.00	05/19/2025				No	0
01-445-4660 Street Lighting				Drivers (4)					
6226 Total:		264.00							
6226-02	3/14/2025	396.00	0.00	05/19/2025				No	0
10-445-4661 Street Light Repair/Maint				Drivers (6)					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	6226-02 Total:	396.00							
	Electrical Resource Manage	660.00							
Engineering Enterprises, Inc. 467917									
83290	4/24/2025	1,965.70	0.00	05/19/2025				No	0
60-445-4255 Engineering				Airport & Rt31 Engineering					
	83290 Total:	1,965.70							
83291	4/24/2025	2,246.00	0.00	05/19/2025				No	0
60-445-4255 Engineering				Water System Model					
	83291 Total:	2,246.00							
83292	4/24/2025	8,891.00	0.00	05/19/2025				No	0
60-445-4255 Engineering				Water System Master Plan					
	83292 Total:	8,891.00							
83293	4/24/2025	5,715.25	0.00	05/19/2025				No	0
60-445-4255 Engineering				Water Tower Construction Engineering					
	83293 Total:	5,715.25							
83295	4/24/2025	1,278.00	0.00	05/19/2025				No	0
60-445-4255 Engineering				Treatment Plant Electrical Engineering					
	83295 Total:	1,278.00							
83296	4/24/2025	1,506.25	0.00	05/19/2025				No	0
60-445-4255 Engineering				Aurora Packing Connection Fee Analysis					
	83296 Total:	1,506.25							
83297	4/24/2025	435.00	0.00	05/19/2025				No	0
21-450-4255 Engineering				Oak Street Resurfacing Engineering					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	83297 Total:	435.00							
83298	4/24/2025	3,184.75	0.00	05/19/2025				No	0
60-445-4255 Engineering				LSLR Plan 2025 Update					
	83298 Total:	3,184.75							
	Engineering Enterprises, In	25,221.95							
Feece Oil 031060									
4165250	4/24/2025	71.38	0.00	05/19/2025				No	0
01-445-4440 Gas & Oil				Generator Fuel- VH					
	4165250 Total:	71.38							
4165251	4/24/2025	131.21	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Generator Fuel- WTP					
	4165251 Total:	131.21							
4165252	4/24/2025	341.97	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Generator Fuel- ETP					
	4165252 Total:	341.97							
4165253	4/24/2025	168.23	0.00	05/19/2025				No	0
01-445-4440 Gas & Oil				Generator Fuel- PD					
	4165253 Total:	168.23							
4166073	4/28/2025	644.51	0.00	05/19/2025				No	0
71-000-1340 Gas/Diesel Escrow				Diesel Fuel					
	4166073 Total:	644.51							
4166079	4/28/2025	4,547.42	0.00	05/19/2025				No	0
71-000-1340 Gas/Diesel Escrow				Mid-Grade Fuel					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
4166079 Total:		4,547.42							
Feece Oil Total:		5,904.72							
Ferguson Enterprises, LLC #3326									
468953									
0278923	1/10/2025	271.02	0.00	05/19/2025				No	0
60-445-4870 Equipment			Hose						
0278923 Total:		271.02							
Ferguson Enterprises, LLC		271.02							
Fernando Ramirez									
468936									
05092025	5/9/2025	600.00	0.00	05/19/2025				No	0
01-440-4385 Tuition Reimbursement			Spring Reimbursement (2 Classes)						
05092025 Total:		600.00							
Fernando Ramirez Total:		600.00							
Fox Metro									
029650									
05012025	5/1/2025	175.00	0.00	05/19/2025				No	0
60-445-4480 New Meters,rprs. & Rplcmts.			Water Service Inspections (5)						
05012025 Total:		175.00							
Fox Metro Total:		175.00							
FOX METRO WRD									
045480									
*** N02-0013	4/28/2025	34.63	0.00	05/19/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-445-4662 Utility				Sewer Bill- 22 Monroe 1/31 - 3/31					
	N02-0013 Total:	34.63							
*** N02-0164	4/28/2025	78.70	0.00	05/19/2025				No	0
01-445-4662 Utility				Sewer Bill- VH 1/31 - 3/31					
	N02-0164 Total:	78.70							
*** N02-5182	2/24/2025	94.44	0.00	05/19/2025				No	0
01-445-4662 Utility				Sewer Bill- PW Garage 11/30 - 1/31					
	N02-5182 Total:	94.44							
*** N02-5784	4/28/2025	110.18	0.00	05/19/2025				No	0
01-445-4662 Utility				Sewer Bill- PD 1/31 - 3/31					
	N02-5784 Total:	110.18							
	FOX METRO WRD Total	317.95							
Frank Marshall Electric									
028510									
92405	4/29/2025	223.50	0.00	05/19/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce				Disconnect Sensor Office Light- PD					
	92405 Total:	223.50							
	Frank Marshall Electric To	223.50							
Frederick Quinn Corporation									
468882									
05052025	5/5/2025	65,241.00	0.00	05/19/2025				No	0
21-452-4501 Contractual Services				Contractual Services- PW Building/ April 2025					
	05052025 Total:	65,241.00							
05052025-02	5/5/2025	447,433.00	0.00	05/19/2025				No	0
24-452-4875 Capital Improvements				Contruction Services- PW Building/ April 2025					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
05052025-02 Total:		447,433.00							
Frederick Quinn Corporatio		512,674.00							
Global Water Technology, Inc.									
467862									
148813	4/15/2025	226.90	0.00	05/19/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce			Water Treatment- PD & VH						
148813 Total:		226.90							
Global Water Technology, I		226.90							
Griswold Feed & Seed Store									
001770									
15915	5/1/2025	130.00	0.00	05/19/2025				No	0
01-445-4540 Streets & Alleys Rpr & Mtce			Grass Seed						
15915 Total:		130.00							
15917	4/30/2025	7.00	0.00	05/19/2025				No	0
01-445-4540 Streets & Alleys Rpr & Mtce			Straw For Seed- Riverfront Park						
15917 Total:		7.00							
Griswold Feed & Seed Stor		137.00							
Hach Company									
014100									
14474078	4/28/2025	1,512.10	0.00	05/19/2025				No	0
60-445-4562 Testing (water)			C-17 Parts						
14474078 Total:		1,512.10							
Hach Company Total:		1,512.10							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
High Star Traffic									
021520									
12614	5/2/2025	275.70	0.00	05/19/2025				No	0
01-445-4545	Traffic Signs & Signals		Stop Signs (6)						
	12614 Total:	275.70							
12615	5/1/2025	687.70	0.00	05/19/2025				No	0
01-445-4545	Traffic Signs & Signals		Strapping, Clips, Brackets						
	12615 Total:	687.70							
	High Star Traffic Total:	963.40							
Homer Tree Care, Inc.									
467615									
60211	4/22/2025	700.00	0.00	05/19/2025				No	0
01-445-4532	Tree Service		Tree Removal- 208 W Arrowhead St						
	60211 Total:	700.00							
	Homer Tree Care, Inc. Tota	700.00							
Illinois LEAP									
467921									
2025-52	5/9/2025	339.00	0.00	05/19/2025				No	0
01-440-4370	Conferences & Travel		Admin Conference- Wagner						
	2025-52 Total:	339.00							
	Illinois LEAP Total:	339.00							
Industrial Door Company									
044430									
2047	4/22/2025	490.50	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		Gate Repair- TP						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2047 Total:	490.50							
2100	4/28/2025	690.00	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint			Maintenance Inspection- Gate & Rollup Doors- TPs					
	2100 Total:	690.00							
	Industrial Door Company T	1,180.50							
Intergovernmental Personnel Benefit Cooperative									
467637									
05022024-01	5/2/2025	44,853.82	0.00	05/19/2025				No	0
01-440-4130	Health Insurance			Health Insurance- PD/ March 2025					
	05022024-01 Total:	44,853.82							
05022024-02	5/2/2025	7,116.76	0.00	05/19/2025				No	0
01-430-4130	Health Insurance			Health Insurance- Admin/ March 2025					
	05022024-02 Total:	7,116.76							
05022024-03	5/2/2025	4,430.01	0.00	05/19/2025				No	0
01-435-4132	PSEBA Health Insurance			Health Insurance- PSEBA/ March 2025					
	05022024-03 Total:	4,430.01							
05022024-04	5/2/2025	1,920.97	0.00	05/19/2025				No	0
01-435-4130	Health Insurance			Health Insurance- Finance/ March 2025					
	05022024-04 Total:	1,920.97							
05022024-05	5/2/2025	4,749.76	0.00	05/19/2025				No	0
01-441-4130	Health Insurance			Health Insurance- CommDev/ March 2025					
	05022024-05 Total:	4,749.76							
05022024-06	5/2/2025	17,856.81	0.00	05/19/2025				No	0
01-445-4130	Health Insurance			Health Insurance- PW/ March 2025					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	05022024-06 Total:	17,856.81							
05022024-07	5/2/2025	15,333.99	0.00	05/19/2025				No	0
60-445-4130 Health Insurance				Health Insurance- Water/ March 2025					
	05022024-07 Total:	15,333.99							
05022024-08	5/2/2025	1,321.46	0.00	05/19/2025				No	0
01-000-2055 Payroll Deductions				Health Insurance- Retirees/ March 2025					
	05022024-08 Total:	1,321.46							
05022024-09	5/2/2025	4,875.62	0.00	05/19/2025				No	0
01-000-2055 Payroll Deductions				Health Insurance- PD Pension/ March 2025					
	05022024-09 Total:	4,875.62							
05022024-10	5/2/2025	197.00	0.00	05/19/2025				No	0
01-430-4136 Dental Insurance				Dental Insurance- Admin/ March 2025					
	05022024-10 Total:	197.00							
05022024-11	5/2/2025	61.95	0.00	05/19/2025				No	0
01-435-4136 Dental Insurance				Dental Insurance- Finance/ March 2025					
	05022024-11 Total:	61.95							
05022024-12	5/2/2025	127.70	0.00	05/19/2025				No	0
01-441-4136 Dental Insurance				Dental Insurance- CommDev/ March 2025					
	05022024-12 Total:	127.70							
05022024-13	5/2/2025	1,113.65	0.00	05/19/2025				No	0
01-440-4136 Dental Insurance				Dental Insurance- PD/ March 2025					
	05022024-13 Total:	1,113.65							
05022024-14	5/2/2025	485.06	0.00	05/19/2025				No	0
01-445-4136 Dental Insurance				Dental Insurance- PW/ March 2025					
	05022024-14 Total:	485.06							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
05022024-15	5/2/2025	346.21	0.00	05/19/2025				No	0
60-445-4136 Dental Insurance				Dental Insurance- PW/ March 2025					
05022024-15 Total:		346.21							
05022024-16	5/2/2025	2,677.18	0.00	05/19/2025				No	0
01-000-2054 Insurance Employee Reimburse				Dental Insurance- Employee/ March 2025					
05022024-16 Total:		2,677.18							
05022024-17	5/2/2025	63.36	0.00	05/19/2025				No	0
01-440-4135 Life Insurance				Life Insurance- PD/ March 2025					
05022024-17 Total:		63.36							
05022024-18	5/2/2025	26.40	0.00	05/19/2025				No	0
01-445-4135 Life Insurance				Life Insurance- PW/ March 2025					
05022024-18 Total:		26.40							
05022024-19	5/2/2025	8.80	0.00	05/19/2025				No	0
01-430-4135 Life Insurance				Life Insurance- Admin/ March 2025					
05022024-19 Total:		8.80							
05022024-20	5/2/2025	5.28	0.00	05/19/2025				No	0
01-435-4135 Life Insurance				Life Insurance- Finance/ March 2025					
05022024-20 Total:		5.28							
05022024-21	5/2/2025	8.80	0.00	05/19/2025				No	0
01-441-4135 Life Insurance				Life Insurance- CommDev/ March 2025					
05022024-21 Total:		8.80							
05022024-22	5/2/2025	14.08	0.00	05/19/2025				No	0
60-445-4135 Life Insurance				Life Insurance- Water/ March 2025					
05022024-22 Total:		14.08							
05022024-23	5/2/2025	729.14	0.00	05/19/2025				No	0
01-000-2052 Voluntary Life Insurance				Voluntary Life/ March 2025					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	05022024-23 Total:	729.14							
05022024-24	5/2/2025	935.24	0.00	05/19/2025				No	0
01-000-2056 VSP - Employee Contributions				Vision/ March 2025					
	05022024-24 Total:	935.24							
05022024-25	5/2/2025	43,217.09	0.00	05/19/2025				No	0
01-440-4130 Health Insurance				Health Insurance- PD/ April 2025					
	05022024-25 Total:	43,217.09							
05022024-26	5/2/2025	7,116.76	0.00	05/19/2025				No	0
01-430-4130 Health Insurance				Health Insurance- Admin/ April 2025					
	05022024-26 Total:	7,116.76							
05022024-27	5/2/2025	4,430.01	0.00	05/19/2025				No	0
01-435-4132 PSEBA Health Insurance				Health Insurance- PSEBA/ April 2025					
	05022024-27 Total:	4,430.01							
05022024-28	5/2/2025	1,920.70	0.00	05/19/2025				No	0
01-435-4130 Health Insurance				Health Insurance- Finance/ April 2025					
	05022024-28 Total:	1,920.70							
05022024-29	5/2/2025	775.09	0.00	05/19/2025				No	0
01-441-4130 Health Insurance				Health Insurance- CommDev/ April 2025					
	05022024-29 Total:	775.09							
05022024-30	5/2/2025	17,856.40	0.00	05/19/2025				No	0
01-445-4130 Health Insurance				Health Insurance- PW/ April 2025					
	05022024-30 Total:	17,856.40							
05022024-31	5/2/2025	15,333.99	0.00	05/19/2025				No	0
60-445-4130 Health Insurance				Health Insurance- Water/ April 2025					
	05022024-31 Total:	15,333.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description				Reference		
05022024-32	5/2/2025	1,321.46	0.00	05/19/2025				No	0
01-000-2055 Payroll Deductions				Health Insurance- Retirees/ April 2025					
05022024-32 Total:		1,321.46							
05022024-33	5/2/2025	4,875.62	0.00	05/19/2025				No	0
01-000-2055 Payroll Deductions				Health Insurance- Police Pension/ April 2025					
05022024-33 Total:		4,875.62							
05022024-34	5/2/2025	197.00	0.00	05/19/2025				No	0
01-430-4136 Dental Insurance				Dental Insurance- Admin/ April 2025					
05022024-34 Total:		197.00							
05022024-35	5/2/2025	61.95	0.00	05/19/2025				No	0
01-435-4136 Dental Insurance				Dental Insurance- Finance/ April 2025					
05022024-35 Total:		61.95							
05022024-36	5/2/2025	127.70	0.00	05/19/2025				No	0
01-441-4136 Dental Insurance				Dental Insurance- CommDev/ April 2025					
05022024-36 Total:		127.70							
05022024-37	5/2/2025	1,073.63	0.00	05/19/2025				No	0
01-440-4136 Dental Insurance				Dental Insurance- PD/ April 2025					
05022024-37 Total:		1,073.63							
05022024-38	5/2/2025	485.06	0.00	05/19/2025				No	0
01-445-4136 Dental Insurance				Dental Insurance- PW/ April 2025					
05022024-38 Total:		485.06							
05022024-39	5/2/2025	346.21	0.00	05/19/2025				No	0
60-445-4136 Dental Insurance				Dental Insurance- Water/ April 2025					
05022024-39 Total:		346.21							
05022024-40	5/2/2025	2,615.22	0.00	05/19/2025				No	0
01-000-2054 Insurance Employee Reimburse				Dental Insurance- Employee/ April 2025					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	05022024-40 Total:	2,615.22							
05022024-41	5/2/2025	63.36	0.00	05/19/2025				No	0
01-440-4135 Life Insurance				Dental Insurance- PD/ April 2025					
	05022024-41 Total:	63.36							
05022024-42	5/2/2025	26.40	0.00	05/19/2025				No	0
01-445-4135 Life Insurance				Dental Insurance- PW/ April 2025					
	05022024-42 Total:	26.40							
05022024-43	5/2/2025	8.80	0.00	05/19/2025				No	0
01-430-4135 Life Insurance				Dental Insurance- Admin/ April 2025					
	05022024-43 Total:	8.80							
05022024-44	5/2/2025	5.28	0.00	05/19/2025				No	0
01-435-4135 Life Insurance				Dental Insurance- Finance/ April 2025					
	05022024-44 Total:	5.28							
05022024-45	5/2/2025	3.52	0.00	05/19/2025				No	0
01-441-4135 Life Insurance				Dental Insurance- CommDev/ April 2025					
	05022024-45 Total:	3.52							
05022024-46	5/2/2025	14.08	0.00	05/19/2025				No	0
60-445-4135 Life Insurance				Dental Insurance- Water/ April 2025					
	05022024-46 Total:	14.08							
05022024-47	5/2/2025	729.14	0.00	05/19/2025				No	0
01-000-2052 Voluntary Life Insurance				Voluntary Life/ April 2025					
	05022024-47 Total:	729.14							
05022024-48	5/2/2025	916.46	0.00	05/19/2025				No	0
01-000-2056 VSP - Employee Contributions				Vision/ April 2025					
	05022024-48 Total:	916.46							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	Intergovernmental Personn	212,779.98							
iRentProjectors 468453									
05122025	5/12/2025	1,896.00	0.00	05/19/2025				No	0
01-490-4759	Community Events				Screen Rental- Movie In The Park Event				
	05122025 Total:	1,896.00							
	iRentProjectors Total:	1,896.00							
Kimball Midwest 467916									
103304684	4/24/2025	28.50	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint				Disc				
	103304684 Total:	28.50							
103318783	4/29/2025	496.07	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint				Grease, Lubricant, Rings				
	103318783 Total:	496.07							
	Kimball Midwest Total:	524.57							
Konica Minolta 024860									
9010409102	4/21/2025	12.09	0.00	05/19/2025				No	0
01-430-4411	Office Expenses				AP Printer 4/21 - 5/20				
	9010409102 Total:	12.09							
	Konica Minolta Total:	12.09							

LAI, LLC.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
042910									
25-61908	1/30/2025	2,306.17	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		Pump Parts						
25-61908 Total:		2,306.17							
25-61909	1/30/2025	2,796.31	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		Gas Sensor						
25-61909 Total:		2,796.31							
25-62033	3/11/2025	1,040.93	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		Pump Parts						
25-62033 Total:		1,040.93							
LAI, LLC. Total:		6,143.41							
LionHeart Critical Power Specialists Inc.									
468857									
69923	4/30/2025	2,260.03	0.00	05/19/2025				No	0
01-445-4520	Public Buildings Rpr & Mtce		Generator Maintenance- VH						
69923 Total:		2,260.03							
69924	4/30/2025	6,683.98	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		Generator Maintenance- TPs						
69924 Total:		6,683.98							
LionHeart Critical Power S		8,944.01							
Mahoney Silverman & Cross, LLC									
468942									
72645	5/7/2025	2,800.00	0.00	05/19/2025				No	0
19-430-4260	Legal		Property Acquisition						
72645 Total:		2,800.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	Mahoney Silverman & Cro	2,800.00							
Marberry Cleaners 008430									
53FD2F61	5/1/2025	30.09	0.00	05/19/2025				No	0
01-440-4450 Prisoner Mtce & Supplies				Prisoner Blankets					
	53FD2F61 Total:	30.09							
	Marberry Cleaners Total:	30.09							
Mark Bozik 042430									
05062025	5/6/2025	50.00	0.00	05/19/2025				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 5/6/25					
	05062025 Total:	50.00							
	Mark Bozik Total:	50.00							
Meade Electric Company, Inc. 027140									
712808	5/2/2025	611.00	0.00	05/19/2025				No	0
01-445-4545 Traffic Signs & Signals				Traffic Light Repair- Oak & Hansen					
	712808 Total:	611.00							
	Meade Electric Company,	611.00							
Menards 016070									
45076	3/6/2025	84.24	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Sign & Paint Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	45076 Total:	84.24							
45076-02	3/6/2025	95.21	0.00	05/19/2025				No	0
60-445-4565	Water Well Rpr & Mtce			Signage					
	45076-02 Total:	95.21							
45247	3/10/2025	26.70	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint			Sign Hardware					
	45247 Total:	26.70							
45247-02	3/10/2025	26.70	0.00	05/19/2025				No	0
60-445-4565	Water Well Rpr & Mtce			Sign Hardware					
	45247-02 Total:	26.70							
45314	3/11/2025	20.98	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint			Switch					
	45314 Total:	20.98							
45449	3/13/2025	49.28	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint			Sign Hardware					
	45449 Total:	49.28							
45449-02	3/13/2025	58.56	0.00	05/19/2025				No	0
60-445-4565	Water Well Rpr & Mtce			Sign Hardware					
	45449-02 Total:	58.56							
45724	3/19/2025	6.28	0.00	05/19/2025				No	0
60-445-4568	Watermain Rprs. & Rplcmnts.			Landscape Repair					
	45724 Total:	6.28							
45736	3/19/2025	125.56	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint			Paint Supplies					
	45736 Total:	125.56							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description				Reference		
46419	4/1/2025	275.75	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Misc Repair Supplies					
46419 Total:		275.75							
46451	4/2/2025	12.88	0.00	05/19/2025				No	0
60-445-4511 Vehicle Repair and Maint				Air Freshener- Truck #158					
46451 Total:		12.88							
46451-02	4/2/2025	35.92	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Tarp					
46451-02 Total:		35.92							
46451-03	4/2/2025	8.99	0.00	05/19/2025				No	0
60-445-4423 Tools				Tape Measure					
46451-03 Total:		8.99							
46485	4/2/2025	37.49	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Screen For Vents					
46485 Total:		37.49							
46518	4/3/2025	167.43	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Repair Filter- ETP					
46518 Total:		167.43							
47356	4/17/2025	39.99	0.00	05/19/2025				No	0
60-445-4423 Tools				Tool					
47356 Total:		39.99							
47356-02	4/17/2025	22.98	0.00	05/19/2025				No	0
60-445-4567 Treatment Plant Repair/Maint				Door Sweep					
47356-02 Total:		22.98							
47356-03	4/17/2025	16.08	0.00	05/19/2025				No	0
60-445-4799 Misc. Expenditures				Garbage Can, Coat Hook					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
47356-03 Total:		16.08							
47961	4/30/2025	89.09	0.00	05/19/2025				No	0
01-445-4411 Office Expenses			Plates, Plunger, Garbage Bags						
47961 Total:		89.09							
47961-02	4/29/2025	113.24	0.00	05/19/2025				No	0
01-445-4870 Equipment			Hose Sprinkler Connector						
47961-02 Total:		113.24							
48023	4/30/2025	45.96	0.00	05/19/2025				No	0
01-445-4870 Equipment			Hose Splitter & Hose						
48023 Total:		45.96							
Menards Total:		1,359.31							
METRONET									
467874									
04242025-01	4/24/2025	878.76	0.00	05/19/2025				No	0
01-430-4652 Phones and Connectivity			Phone, Internet 4/24 - 5/23						
04242025-01 Total:		878.76							
04242025-02	4/24/2025	682.53	0.00	05/19/2025				No	0
01-445-4652 Phones and Connectivity			Phone, Internet 4/24 - 5/23						
04242025-02 Total:		682.53							
04242025-03	4/24/2025	803.27	0.00	05/19/2025				No	0
60-445-4652 Phones and Connectivity			Phone, Internet 4/24 - 5/23						
04242025-03 Total:		803.27							
04242025-04	4/24/2025	656.26	0.00	05/19/2025				No	0
01-441-4652 Phones and Connectivity			Phone, Internet 4/24 - 5/23						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	04242025-04 Total:	656.26							
04242025-05	4/24/2025	1,864.06	0.00	05/19/2025				No	0
01-440-4652 Phones and Connectivity				Phone, Internet 4/24 - 5/23					
	04242025-05 Total:	1,864.06							
	METRONET Total:	4,884.88							
Michael Brackett									
005890									
05062025	5/6/2025	50.00	0.00	05/19/2025				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 5/6/25					
	05062025 Total:	50.00							
	Michael Brackett Total:	50.00							
Mid American Water									
013680									
106468A	4/10/2025	260.00	0.00	05/19/2025				No	0
01-445-4544 Storm Drain Maintenance				Hydrant Cement					
	106468A Total:	260.00							
245755A	4/2/2025	535.00	0.00	05/19/2025				No	0
60-445-4568 Watermain Rprs. & Rplcmnts.				8" Plug & Fittings					
	245755A Total:	535.00							
	Mid American Water Total:	795.00							
Montgomery Landscaping, Inc.									
3545									
0836	5/22/2025	125.00	0.00	05/19/2025				No	0
01-445-4530 Public Grounds/Parks Maint				Dirt- Riverfront Park					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	0836 Total:	125.00							
	Montgomery Landscaping,	125.00							
Mooney & Thomas, Pc 001040									
9219467	3/31/2025	970.00	0.00	05/19/2025				No	0
01-435-4267 Finance Services				Payroll Processing- March 2025					
	9219467 Total:	970.00							
9219469	3/31/2025	95.00	0.00	05/19/2025				No	0
80-430-4581 Banking Services/Fees				Police Pension- April 2025					
	9219469 Total:	95.00							
	Mooney & Thomas, Pc To	1,065.00							
North Aurora NAPA, Inc. 038730									
487394	4/9/2025	229.16	0.00	05/19/2025				No	0
60-445-4511 Vehicle Repair and Maint				Truck Parts- Truck #158					
	487394 Total:	229.16							
488057	4/10/2025	9.87	0.00	05/19/2025				No	0
01-445-4511 Vehicle Repair and Maint				Funnel					
	488057 Total:	9.87							
488117	4/11/2025	243.33	0.00	05/19/2025				No	0
60-445-4511 Vehicle Repair and Maint				Truck Parts- Truck #158					
	488117 Total:	243.33							
488280	4/14/2025	115.44	0.00	05/19/2025				No	0
01-445-4511 Vehicle Repair and Maint				Punch & Chisel Set					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	488280 Total:	115.44							
488350	4/15/2025	80.85	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint			Fuel Filter					
	488350 Total:	80.85							
488359	4/15/2025	103.44	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint			Air Filter					
	488359 Total:	103.44							
488458	4/16/2025	146.86	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint			Oil & Air Filter- 2020 Ram					
	488458 Total:	146.86							
488550	4/17/2025	605.13	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint			Tie Rods- Truck #174					
	488550 Total:	605.13							
488558	4/17/2025	62.47	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint			Oil- Ford 2014					
	488558 Total:	62.47							
488558-02	4/17/2025	62.48	0.00	05/19/2025				No	0
60-445-4511	Vehicle Repair and Maint			Oil- Ford 2014					
	488558-02 Total:	62.48							
488778	4/22/2025	208.12	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint			Suspension Bar & Bushing					
	488778 Total:	208.12							
488864	4/23/2025	126.99	0.00	05/19/2025				No	0
01-445-4511	Vehicle Repair and Maint			Ball Joints- Truck #174					
	488864 Total:	126.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
489079	4/25/2025	1,199.99	0.00	05/19/2025				No	0
01-445-4870 Equipment				Drill Press					
	489079 Total:	1,199.99							
	North Aurora NAPA, Inc. T	3,194.13							
Office Depot 039370									
418830770001	4/30/2025	46.75	0.00	05/19/2025				No	0
01-430-4411 Office Expenses				Office Supplies					
	418830770001 Total:	46.75							
418830770001-02	4/30/2025	46.76	0.00	05/19/2025				No	0
01-445-4411 Office Expenses				Office Supplies					
	418830770001-02 Total:	46.76							
418830770001-03	4/30/2025	46.76	0.00	05/19/2025				No	0
60-445-4411 Office Expenses				Office Supplies					
	418830770001-03 Total:	46.76							
418830770001-04	4/30/2025	46.76	0.00	05/19/2025				No	0
01-441-4411 Office Expenses				Office Supplies					
	418830770001-04 Total:	46.76							
419307275001	4/14/2025	8.80	0.00	05/19/2025				No	0
01-430-4411 Office Expenses				Office Supplies					
	419307275001 Total:	8.80							
419307275001-02	4/14/2025	28.75	0.00	05/19/2025				No	0
01-445-4411 Office Expenses				Office Supplies					
	419307275001-02 Total:	28.75							
419307275001-03	4/14/2025	8.81	0.00	05/19/2025				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				
419307275001-03 Total:		8.81							
419307275001-04	4/14/2025	8.81	0.00	05/19/2025				No	0
01-441-4411 Office Expenses			Office Supplies						
419307275001-04 Total:		8.81							
420229540001	4/24/2025	11.42	0.00	05/19/2025				No	0
01-430-4411 Office Expenses			Office Supplies						
420229540001 Total:		11.42							
420229540001-02	4/24/2025	0.93	0.00	05/19/2025				No	0
01-445-4411 Office Expenses			Office Supplies						
420229540001-02 Total:		0.93							
420229540001-03	4/24/2025	23.13	0.00	05/19/2025				No	0
60-445-4411 Office Expenses			Office Supplies						
420229540001-03 Total:		23.13							
420229540001-04	4/24/2025	16.83	0.00	05/19/2025				No	0
01-441-4411 Office Expenses			Office Supplies						
420229540001-04 Total:		16.83							
Office Depot Total:		294.51							
Paddock Publications, Inc.									
026910									
332869	4/21/2025	142.60	0.00	05/19/2025				No	0
90-000-E301 GCF Industries - 220 Poplar			Public Notice						
332869 Total:		142.60							
Paddock Publications, Inc.		142.60							

Performance Construction & Engineering, LLC

AP-To Be Paid Proof List (05/15/2025 - 11:28 AM)

*** 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			
468556									
Pay 7 Final	5/9/2025	12,400.00	0.00	05/19/2025				No	0
21-456-4875 Capital Improvements				Storm Sewer Construction- Tanner/ Remmington					
	Pay 7 Final Total:	12,400.00							
	Performance Construction	12,400.00							
Pitney Bowes Purchase Power									
029940									
04112025	4/11/2025	375.00	0.00	05/19/2025				No	0
01-430-4505 Postage				Pre-Pay Postage Refill					
	04112025 Total:	375.00							
04112025-02	4/11/2025	375.00	0.00	05/19/2025				No	0
01-445-4505 Postage				Pre-Pay Postage Refill					
	04112025-02 Total:	375.00							
04112025-03	4/11/2025	375.00	0.00	05/19/2025				No	0
60-445-4505 Postage				Pre-Pay Postage Refill					
	04112025-03 Total:	375.00							
04112025-04	4/11/2025	375.00	0.00	05/19/2025				No	0
01-441-4505 Postage				Pre-Pay Postage Refill					
	04112025-04 Total:	375.00							
	Pitney Bowes Purchase Po	1,500.00							
Precision Fence									
467965									
04112025	4/11/2025	550.00	0.00	05/19/2025				No	0
60-445-4565 Water Well Rpr & Mtce				Well 6 Fence/ Gate					
	04112025 Total:	550.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
04112025-02	4/11/2025	550.00	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		West Plant Gate						
	04112025-02 Total:	550.00							
	Precision Fence Total:	1,100.00							
Pro Services LLC									
468933									
652	4/24/2025	4,583.34	0.00	05/19/2025				No	0
60-467-4875	Capital Improvements		Meter Vault Sump/ ETP						
	652 Total:	4,583.34							
652-02	4/24/2025	4,583.33	0.00	05/19/2025				No	0
60-445-4565	Water Well Rpr & Mtce		Meter Vault Sump/ Well #4						
	652-02 Total:	4,583.33							
652-03	4/24/2025	4,583.33	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		Meter Vault Sump/ WTP						
	652-03 Total:	4,583.33							
	Pro Services LLC Total:	13,750.00							
ProFlow Pumping Solutions									
039420									
INV32027	4/4/2025	1,607.57	0.00	05/19/2025				No	0
60-445-4567	Treatment Plant Repair/Maint		Signa 2 Pump Repair						
	INV32027 Total:	1,607.57							
	ProFlow Pumping Solution	1,607.57							
R. J. O'Neil, Inc.									
029370									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
201137	4/25/2025	775.00	0.00	05/19/2025				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Repair- PD					
201137 Total:		775.00							
R. J. O'Neil, Inc. Total:		775.00							
Richard Newell									
468236									
05062025	5/6/2025	50.00	0.00	05/19/2025				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 5/6/25					
05062025 Total:		50.00							
Richard Newell Total:		50.00							
Russo Power Equipment Inc.									
036290									
*** SPI21036897	4/23/2025	28.99	0.00	05/19/2025				No	0
01-445-4510 Equipment/IT Maint				Chain Loops					
SPI21036897 Total:		28.99							
*** SPI21036898	4/23/2025	87.94	0.00	05/19/2025				No	0
01-445-4423 Tools				Rakes					
SPI21036898 Total:		87.94							
*** SPI21036898-02	4/23/2025	177.45	0.00	05/19/2025				No	0
01-445-4510 Equipment/IT Maint				Chain Oil Mowing Head					
SPI21036898-02 Total:		177.45							
SPI21057798	5/1/2025	198.99	0.00	05/19/2025				No	0
01-445-4510 Equipment/IT Maint				Mower Tires					
SPI21057798 Total:		198.99							
SPI21057799	5/1/2025	116.96	0.00	05/19/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description				Reference		
01-445-4423 Tools					Rakes				
	SPI21057799 Total:	116.96							
	Russo Power Equipment In	610.33							
Santacruz Land Acquisitions 468815									
4330	5/1/2025	3,300.00	0.00	05/19/2025				No	0
19-438-4255 Engineering					ROW Acquisition Services				
	4330 Total:	3,300.00							
	Santacruz Land Acquisition	3,300.00							
Scott Branson 468155									
05602025	5/6/2025	50.00	0.00	05/19/2025				No	0
01-410-4016 Per Diem - Plan Commission					Plan/ Zoning Commission Meeting 5/6/25				
	05602025 Total:	50.00							
	Scott Branson Total:	50.00							
Sean Harreld 468237									
05052025	5/5/2025	60.00	0.00	05/19/2025				No	0
01-445-4799 Misc. Expenditures					CDL Renewal				
	05052025 Total:	60.00							
	Sean Harreld Total:	60.00							
Springbrook Software LLC 467920									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
INV-020558	4/30/2025	174.00	0.00	05/19/2025				No	0
60-445-4510 Equipment/IT Maint				IVR Payments- April 2025					
INV-020558 Total:		174.00							
Springbrook Software LLC		174.00							
Third Millennium Assoc. , Inc.									
033470									
32848	4/30/2025	2,866.07	0.00	05/19/2025				No	0
01-430-4507 Printing				Newsletter- April 2025					
32848 Total:		2,866.07							
32848-02	4/30/2025	2,455.75	0.00	05/19/2025				No	0
60-445-4507 Printing				Water Bills- April 2025					
32848-02 Total:		2,455.75							
Third Millennium Assoc. ,		5,321.82							
TRI-R Systems Incorporated									
468416									
006370	4/26/2025	128,500.00	0.00	05/19/2025				No	0
60-445-4875 Capital Improvements				SCADA Upgrades					
006370 Total:		128,500.00							
TRI-R Systems Incorporat		128,500.00							
USABlueBook									
035680									
INV00691138	4/24/2025	837.49	0.00	05/19/2025				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				Hydrant Meter					
INV00691138 Total:		837.49							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
INV00691985	4/24/2025	195.45	0.00	05/19/2025				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				Brass Coupling					
INV00691985 Total:		195.45							
USABlueBook Total:		1,032.94							
Van's Lock & Key Service, Inc.									
005070									
107046	2/21/2025	97.00	0.00	05/19/2025				No	0
01-445-4530 Public Grounds/Parks Maint				Remove Broken Flag Pole Key, Replace Key (3)					
107046 Total:		97.00							
Van's Lock & Key Service,		97.00							
Water Products Company									
001170									
0328431	4/10/2025	32.50	0.00	05/19/2025				No	0
60-445-4423 Tools				Sonophone					
0328431 Total:		32.50							
0328574	4/17/2025	32.50	0.00	05/19/2025				No	0
60-445-4423 Tools				Sonophone					
0328574 Total:		32.50							
Water Products Company T		65.00							
Water Resources									
010380									
38066	4/24/2025	2,644.00	0.00	05/19/2025				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				1" Meters (8)					
38066 Total:		2,644.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
38067	4/24/2025	3,343.00	0.00	05/19/2025				No	0
60-445-4480	New Meters,rprs. & Rplcmts.				Meters (20)				
38067 Total:		3,343.00							
Water Resources Total:		5,987.00							
Williams Associates Architects, Ltd.									
024930									
0023298	4/22/2025	25,469.91	0.00	05/19/2025				No	0
21-452-4501	Contractual Services				Construction Architectual Services- PW Facility				
0023298 Total:		25,469.91							
Williams Associates Archit		25,469.91							
Report Total:		1,111,853.64							



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

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

Date: May 15, 2025

Re: Orchard Gateway ROW Acquisition Approval for Parcels 0002 & 0003

The Village's Orchard Gateway Project from Orchard Road to Randall Road includes pavement rehabilitation, the installation of a traffic signal and widening at the intersection of Hansen Boulevard and Orchard Gateway, replacing the existing four way stop signs. The Village has obtained partial funding for the project from the federal Surface Transportation Project (STP) program.

Phase 1 design has been completed and approved by the Illinois Department of Transportation (IDOT) and Phase 2 design has been underway by Engineering Enterprises Inc. (EEI) since December 2022 and the project is ready to bid other than obtaining all the needed right-of-way.

Additional right-of-way (ROW) and easements are necessary near the intersection of Orchard Gateway and Hansen to accommodate the installation of the traffic signal equipment and widening the intersection for additional turn lanes. ROW acquisition services were included in EEI's scope of work with the use of a ROW acquisition specialist.

Below is a summary of the properties and their appraised amounts and the settled amount:

	Parcel 0001	Parcel 0002	Parcel 0003
Owner	Commonwealth Edison	W.M. Financial Group, LLC	Gerald Realty Holdings, LLC
Area (Sq. Ft.)	2,396 PE; 2,480 TE	3,764 ROW; 4,530 TE	2,047 ROW; 523 TE
Appraised Compensation	\$11,000.00	\$53,000.00	\$16,000.00
Settled Compensation	To Be Determined	\$55,000.00	\$20,000.00

PE = Permanent Easement; TE = Temporary Easement; ROW= Dedicated Right-of-Way

The reason for Parcel 0002 being more expensive than the other two parcels is primarily due to compensation for the property owner for them relocating their existing monument sign that is within the proposed ROW.

Village staff is seeking approval from the Village Board to approve the settled amounts for Parcel 0002 and Parcel 0003. The closing of these two parcels is expected to occur in the next month.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ACQUISITION OF PART OF THE PROPERTY LOCATED AT 200
HANSEN BOULEVARD IN THE VILLAGE OF NORTH AURORA**

WHEREAS, part of the property located at 200 Hansen Boulevard, North Aurora, Illinois, as described by the Legal Description in Exhibit A, is being sold by the owner for right-of-way purposes and;

WHEREAS, part of the property located at 200 Hansen Boulevard, North Aurora, Illinois, as described by the Legal Description in Exhibit B, is being sold by the owner for a temporary construction easement and;

WHEREAS, the property is located south of Orchard Gateway Boulevard on the west side of Hansen Boulevard and;

WHEREAS, the acquisition of the property would be and in the best interest of the Village and;

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

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The Village Administrator is hereby authorized and directed to finalize a contract with the owner in subject to the review and approval of the Village Attorney.
3. The Village Administrator and Village attorney are/or their designees hereby authorized and directed to take whatever action is necessary and appropriate to finalize the purchase of the property pursuant to the contract that is negotiated as authorized above.
4. 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.

VILLAGE OF NORTH AURORA

Mark Gaffino, Village President

ATTEST:

Village Clerk

EXHIBIT A

Route:	Orchard Gateway Boulevard
Section:	21-00057-00-CH
County:	Kane
Job No:	R-55-001-97
Parcel:	0002
Station:	15+09.22 to 19+58.14
Index No.	15-06-326-001

LEGAL DESCRIPTION – 0002

That part of Lot 1 in Orchard Gateway Unit 1, according to the plat thereof recorded May, 10, 1995 as Document Number 95K025349, being a part of the Southwest Quarter of Section 6, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 adjustment), with a combined factor of 0.99994737, described as follows:

Beginning at the northeast corner of said Lot 1; thence South 00 degrees 05 minutes 32 seconds East, along the east line of said Lot 1, a distance of 37.14 feet; thence North 59 degrees 08 minutes 01 second West, 62.47 feet; thence South 89 degrees 54 minutes 28 seconds West, 199.25 feet; thence South 00 degrees 05 minutes 32 seconds East, 5.00 feet; thence South 89 degrees 54 minutes 28 seconds West, 147.56 feet; thence South 83 degrees 31 minutes 18 seconds West, 20.97 feet; thence South 71 degrees 22 minutes 21 seconds West, 15.94 feet; thence South 83 degrees 31 minutes 18 seconds West, 11.84 feet; thence North 06 degrees 28 minutes 42 seconds West, 7.35 feet to the south line of Orchard Gateway Boulevard, according to the dedication recorded April 28, 2006 as Document Number 2006K045754; thence North 83 degrees 31 minutes 18 seconds East, along said south line, 69.57 feet; thence North 00 degrees 05 minutes 50 seconds West, along said south line, 3.67 feet to the north line of said Lot 1; thence North 89 degrees 54 minutes 28 seconds East, 379.78 feet to the Point of Beginning.

Said parcel containing 0.086 acres, more or less.

EXHIBIT B

Route:	Orchard Gateway Boulevard
Section:	21-00057-00-CH
County:	Kane
Job No:	R-55-001-97
Parcel:	0002TE
Station:	15+28.96 to 19+21.23
Index No.	15-06-326-001

LEGAL DESCRIPTION – 0002TE

That part of Lot 1 in Orchard Gateway Unit 1, according to the plat thereof recorded May, 10, 1995 as Document Number 95K025349, being a part of the Southwest Quarter of Section 6, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 adjustment), with a combined factor of 0.99994737, described as follows:

Commencing at the northeast corner of said Lot 1; thence South 00 degrees 05 minutes 32 seconds East, along the east line of said Lot 1, a distance of 37.14 feet; thence North 59 degrees 08 minutes 01 second West, 43.03 feet for the Point of Beginning; thence South 89 degrees 54 minutes 28 seconds West, 291.58 feet; thence South 00 degrees 05 minutes 32 seconds East, 34.00 feet; thence South 89 degrees 54 minutes 28 seconds West, 48.00 feet; thence North 00 degrees 05 minutes 32 seconds West, 34.00 feet; thence South 89 degrees 54 minutes 28 seconds West, 52.69 feet; thence North 71 degrees 22 minutes 21 seconds East, 8.39 feet; thence North 83 degrees 31 minutes 18 seconds East, 20.97 feet; thence North 89 degrees 54 minutes 28 seconds East, 147.56 feet; thence North 00 degrees 05 minutes 32 seconds West, 5.00 feet; thence North 89 degrees 54 minutes 28 seconds East, 199.25 feet; thence South 59 degrees 08 minutes 01 second East, 19.44 feet to the Point of Beginning.

Said parcel containing 0.104 acres, more or less.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ACQUISITION OF PART OF THE PROPERTY LOCATED AT 201
HANSEN BOULEVARD IN THE VILLAGE OF NORTH AURORA**

WHEREAS, part of the property located at 201 Hansen Boulevard, North Aurora, Illinois, as described by the Legal Description in Exhibit A, is being sold by the owner for right-of-way purposes and;

WHEREAS, part of the property located at 201 Hansen Boulevard, North Aurora, Illinois, as described by the Legal Description in Exhibit B, is being sold by the owner for a temporary construction easement and;

WHEREAS, the property is located south of Orchard Gateway Boulevard on the east side of Hansen Boulevard and;

WHEREAS, the acquisition of the property would be and in the best interest of the Village and;

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

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The Village Administrator is hereby authorized and directed to finalize a contract with the owner in subject to the review and approval of the Village Attorney.
3. The Village Administrator and Village attorney are/or their designees hereby authorized and directed to take whatever action is necessary and appropriate to finalize the purchase of the property pursuant to the contract that is negotiated as authorized above.
4. 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.

VILLAGE OF NORTH AURORA

Mark Gaffino, Village President

ATTEST:

Village Clerk

EXHIBIT A

Route:	Orchard Gateway Boulevard
Section:	21-00057-00-CH
County:	Kane
Job No:	R-55-001-97
Parcel:	0003
Station:	20+58.13 to 24+16.95
Index No.	15-06-326-006

LEGAL DESCRIPTION – 0003

That part of Lot 4 in the Resubdivision of Orchard Gateway Unit 1 Parcel B, according to the plat thereof recorded March 29, 1996 as Document Number 96K022584, being a part of the Southwest Quarter of Section 6, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 adjustment), with a combined factor of 0.99994737, described as follows:

Beginning at the northwest corner of said Lot 4; thence North 89 degrees 54 minutes 28 seconds East, along the north line of said Lot 4, a distance of 158.40 feet to a point of curvature; thence easterly 180.39 feet, along said north line, being a curve to the right with radius of 450.00 feet, chord bearing South 78 degrees 36 minutes 30 seconds East, and chord length of 179.18 feet; thence South 22 degrees 52 minutes 31 seconds West, 4.00 feet; thence westerly 178.78 feet on a curve to the left with radius of 446.00 feet, chord bearing North 78 degrees 36 minutes 30 seconds West, and chord length of 177.59 feet to a point of tangency; thence South 89 degrees 54 minutes 28 seconds West, 87.84 feet; thence South 77 degrees 05 minutes 50 seconds West, 53.64 feet; thence South 89 degrees 54 minutes 03 seconds West, 3.33 feet; thence South 00 degrees 00 minutes 00 seconds West, 4.87 feet; thence South 44 degrees 38 minutes 18 seconds West, 21.20 feet to the west line of said Lot 4; thence North 00 degrees 05 minutes 32 seconds West, along said west line, 35.83 feet to the Point of Beginning.

Said parcel containing 0.047 acres, more or less.

EXHIBIT B

Route:	Orchard Gateway Boulevard
Section:	21-00057-00-CH
County:	Kane
Job No:	R-55-001-97
Parcel:	0003TE
Station:	21+19.90 to 24+16.95
Index No.	15-06-326-006

LEGAL DESCRIPTION – 0003TE

That part of Lot 4 in the Resubdivision of Orchard Gateway Unit 1 Parcel B, according to the plat thereof recorded March 29, 1996 as Document Number 96K022584, being a part of the Southwest Quarter of Section 6, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 adjustment), with a combined factor of 0.99994737, described as follows:

Commencing at the northwest corner of said Lot 4; thence North 89 degrees 54 minutes 28 seconds East, along the north line of said Lot 4, a distance of 158.40 feet to a point of curvature; thence easterly 180.39 feet, along said north line, being a curve to the right with radius of 450.00 feet, chord bearing South 78 degrees 36 minutes 30 seconds East, and chord length of 179.18 feet; thence South 22 degrees 52 minutes 31 seconds West, 4.00 feet for the Point of Beginning; thence continuing South 22 degrees 52 minutes 31 seconds West, 2.00 feet; thence westerly 177.98 feet along a curve to the left with radius of 444.00 feet, chord bearing North 78 degrees 36 minutes 30 seconds West, and chord length of 176.79 feet to a point of tangency; thence South 89 degrees 54 minutes 28 seconds West, 96.63 feet; thence North 77 degrees 05 minutes 50 seconds East, 9.02 feet; thence North 89 degrees 54 minutes 28 seconds East, 87.84 feet to a point of curvature; thence easterly 178.78 feet along a curve to the right with radius of 446.00 feet, chord bearing South 78 degrees 36 minutes 30 seconds East, and chord length of 177.59 feet to the Point of Beginning.

Said parcel containing 0.012 acres, more or less.



Memorandum

To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Joseph DeLeo, Chief of Police

Date: May 19, 2025

Re: Request to Purchase Mark 43 (Records Management Software)

Discussion

As you may recall from recent budget discussions, the police department is looking to update its records management software (RMS) system. After thorough evaluation of our current and future needs, we believe the Mark 43 RMS system will greatly enhance the efficiency and effectiveness of our department's operations.

Current Challenges

The department's existing RMS software, Tyler, while functional, presents several limitations. The system is currently housed on Kendall County's server and shared among several municipalities, which leads to occasional delays but more problematically, a severe restriction in data access and a lack of customization for the department's needs.

Shared software, while convenient and cost-effective, often suffers from inefficiencies because it is not tailored to meet the specific needs of North Aurora. In our case, this lack of customization means critical functionalities unique to North Aurora, such as a Daily Activity Reports, are missing, forcing the department to rely on additional software which further hinders productivity and cost efficiency. Additionally, the one-size-fits-all design often struggles to integrate seamlessly with specialized systems or processes, creating bottlenecks. Currently, none of the data in any of our software systems "talk" to one another, requiring separate data entry in each. Records staff, supervisors, and evidence technicians are all required to enter the same data multiple times, which is time-consuming and increases the risk of errors.

The current system also lacks the integration and advanced features necessary to streamline workflows across various processes. Due to the complexity of the workflows, paper folders

are still passed from officer, to records, to supervisors, and finally back to records in order to enter a single case file.

The current contract for Tyler will expire in December 2026. Upon Kendall County's contract expiration with Tyler in 2026, they plan to re-evaluate and potentially move to a new cloud-based platform with Tyler. This makes it an opportune time to plan for a transition to a new RMS system designed with North Aurora in mind.

Mark 43 Solutions

Mark 43 presents a user-centric, and integrated platform designed to effectively resolve the challenges currently faced by our department. This system significantly improves efficiency by eliminating redundant data entry, thereby saving valuable staff time, reducing the risk of errors, and enhancing overall operational accuracy. Mark 43's features connect key processes across various functions, such as evidence management, case reporting, and data analysis. These efficiencies will alleviate numerous processes and allow the department to continue doing more with less.

Additionally, Mark 43 allows integration with critical existing tools, including DACRA, the department's ticketing software; Axon body camera systems; and the Live-Scan fingerprinting system. This level of interoperability not only streamlines workflows but also ensures cohesive data management across platforms.

The platform's optimized data organization further minimizes time-consuming manual reporting processes, offering quick, detailed reporting for NIBRS compliance and advanced analytics. By transitioning from the limitations of the current shared server setup to Mark 43's modern system, the department will benefit from enhanced control over data and improved accessibility.

By investing in Mark 43, our department is taking a decisive step towards addressing the inefficiencies and constraints of the existing system. This strategic decision ensures not only immediate operational improvements but also positions the department for sustained long-term success, operational excellence, and a stronger foundation for future advancements in public safety technology.

Costs

The cost breakdown is included in the attached quote for your reference, along with the proposed contract. A summary of the fees is below, the complete cost proposal is also attached for reference. The first-year cost of \$131,060.01, is higher due to initial set-up work and integration between systems, with subsequent years expected to be \$62,171.10 annually. The initial cost for the first year is currently included in the proposed Village budget for 2025-2026 fiscal year.

Fee Summary/Schedule	Amount Due
Year 1 Payment	
Effective Date (Contract Signing)	
Application Setup Complete	\$ 131,060.01
Launch/Go Live	
Year 2 Payment, due on Effective Date Anniversary	\$ 62,171.10
Year 3 Payment, due on Effective Date Anniversary	\$ 62,171.10
Year 4 Payment, due on Effective Date Anniversary	\$ 62,171.10
Year 5 Payment, due on Effective Date Anniversary	\$ 62,171.10
5 Year Total	\$ 379,744.41

Because of the improved data integration, some software costs can be eliminated, such as Beast (for property and evidence) and DARMS (daily activity reports and others). Additionally, the licenses for Tyler would be Significantly reduced after December 11, 2026, to maintain minimal access for historical reporting and FOIA, as we are not planning to migrate data from Tyler into Mark 43 at this time. Because Kendall County has not yet negotiated a contract beyond 2026, staff has not received a quote for this cost.

Conclusion

Staff requests the Village Board's approval to initiate the process of procuring Mark 43 as the new police department RMS system, slightly ahead of the new budget year. Signing the contract ahead of the new budget year will allow staff to begin working with Mark 43 to customize the platform and allow software development to begin, with the first payment to be made on or after June 1, 2025. This strategic approach positions us for long-term success by ensuring a seamless transition with minimal operational disruptions, well in advance of the Tyler contract's expiration.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this “**Agreement**”) is effective as of _____, (the “**Effective Date**”) by and between Mark43, Inc. (“**Mark43**”), with a place of business at 8 West 40th Street, 2nd Floor, New York, NY 10018, and Village of North Aurora (“**Subscriber**”), with a place of business at 200 S. Lincoln Way, North Aurora, IL 60542.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1 “**Affiliate**” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.2 “**Affiliated Agency**” means any other government agency to which Subscriber is legally or contractually bound to share information.
- 1.3 “**Applicable Law(s)**” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4 “**Applications**” means the applications purchased by Subscriber as described in Schedule C.
- 1.5 “**Authorized Users**” means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications through the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.
- 1.6 “**Documentation**” means the knowledge base for the SaaS Services to which Subscriber will be granted access by Mark43.
- 1.7 “**Go Live**” means the date of cutover to each respective Mark43 Application.
- 1.8 “**Integrated Application**” means a third-party product, database or application requested by Subscriber and approved by Mark43 that will be installed, linked or enabled by Subscriber for use in connection with the SaaS Services (e.g. NCIC).
- 1.9 “**Integrated Application Data**” means all data, information, content and other materials stored on an Integrated Application.
- 1.10 “**Integrated Application Provider**” means any third party, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.
- 1.11 “**Intellectual Property Rights**” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.12 “**Professional Services**” means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.
- 1.13 “**SaaS Services**” means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.
- 1.14 “**Services**” means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

- 1.15 **“Software”** means the object code version of Mark43’s computer software and all Updates made available by Mark43 to Subscriber under this Agreement.
- 1.16 **“Statement of Work”** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.17 **“Subscriber Data”** means all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications (i) in their user accounts; and (ii) on any Integrated Application, excluding in all cases any Third-Party Data, any Mark43 data or any data provided by Subscriber or a third party to Mark43, or data extracted by Mark43 from third-party software at Subscriber’s request, for data migration purposes.
- 1.18 **“Term”** means the Initial Term and any Renewal Terms.
- 1.19 **“Third-Party Component”** means a third-party application incorporated in, integrated with or accessed through the SaaS Services (e.g. a mapping provider).
- 1.20 **“Third-Party Data”** means any data, information, content and other materials made available by any third party, including without limitation through a Third-Party Component.
- 1.21 **“Updates”** means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.22 **“Website”** means any Internet website through which Mark43 provides the SaaS Services under this Agreement.
- 1.23 **“Work Product”** means all deliverables (whether or not specifically identified in a Statement of Work), materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

2. PROVISION OF THE SERVICES AND SOFTWARE.

- 2.1 **SaaS Services.** Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for it to access the Website through the internet, including as set forth at https://mark43.sharepoint.com/:w:/r/teams/Mark43SecureDocumentRepository/_layouts/15/Doc.aspx?sourcedoc=%7B7dfc30c3-ecf8-466e-8fcd-52814a8ee263%7D&action=view&wdAccPdf=0&wdparaid=54493678, which may be updated from time to time upon reasonable advance notice (email acceptable) to Subscriber. Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 **Professional Services.** Mark43 will provide Professional Services in connection with the SaaS Services as further described on Schedule C and a Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3 **Access to Documentation.** Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4 **Support Services.** Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the support services detailed on Schedule A (the **“Support Services”**).
- 2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file

formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third-Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third-Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third-Party Data; (vii) use the SaaS Services or the Third-Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in accordance with the Third-Party Component Terms.

- 2.6 Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Services. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Services, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the SaaS Services from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a business justification for concurrent usage, in which case Subscriber is responsible for providing approval for such usage to the applicable Authorized Users. Subscriber is responsible for all activities conducted within user accounts in use of the SaaS Services. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Services, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Services, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 Changes to Services.** Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.
- 2.8 Data Sharing.** Mark43 will allow Subscriber to grant other agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between agencies, and with permissions subject to the parameters laid out in the relevant data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to allowing any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any liabilities that arise as a result of such data-sharing.

3. PROPRIETARY RIGHTS; SUBSCRIBER DATA.

- 3.1 Ownership of Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns the Subscriber Data. Mark43 will have, and Subscriber hereby grants and agrees to grant to Mark43, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Subscriber Data to configure and/or provide the SaaS Services, Software, Support Services and Professional Services to Subscriber, and/or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or aggregated form to develop analytics that may be used to provide products and services to Subscriber and/or to other Mark43 customers, provided that: (a) Mark43 makes available to Subscriber functionality and services based on anonymized data obtained from other Mark43 customers that are similar to the functionality and services provided to such other customers based on the anonymized data; and (b) Mark43 may not sell or offer for sale any Subscriber Data, whether

in Subscriber identifiable, or anonymized and aggregated form. Mark43 shall comply with its obligations under all Applicable Laws in its provision of the Services and use of Subscriber Data.

- 3.2 Ownership and Reservation of Rights to Mark43 Intellectual Property.** As between Mark43 and Subscriber, Mark43, its Affiliates and/or its licensors own all right, title and interest in and to the Services, Software, Work Product and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, and except with respect to Third-Party Components, Mark43 reserves all rights, title and interest in and to the Services, Software, and Work Product, including all related technology and Intellectual Property Rights. No rights are granted to Subscriber hereunder other than as expressly set forth in this Agreement or as required by Applicable Law.
- 3.3 Subscriber Feedback.** Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the SaaS Services, Software, Support Services or Professional Services (the “**Subscriber Feedback**”). Subscriber hereby assigns and agrees to assign all Subscriber Feedback to Mark43 without lien or encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without obligation to Subscriber. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.
- 3.4 Usage Data.** Mark43 may collect certain information in connection with Subscriber’s access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data (“**Usage Data**”). Mark43 may use Usage Data to deliver and manage its products and services, perform maintenance and support, and develop, test, analyze, and improve the Services and other Mark43 products and services, and generate statistical data about usage of its products and services. As between Mark43 and Subscriber, Mark43 owns the Usage Data.
- 3.5 Data Security.** Terms applicable to the privacy and security of Subscriber Data are set forth in Mark43’s data processing addendum set forth at <https://mark43.com/data-processing-addendum/>, which is incorporated herein by this reference, and which may be updated from time to time by Mark43, provided such updates do not materially degrade Mark43’s data security obligations (the “**Data Processing Addendum**”).

4. THIRD-PARTY COMPONENTS AND INTEGRATED APPLICATIONS.

- 4.1 Third-Party Components.** Third-Party Components may be made available to Subscriber through the SaaS Services. In connection with the functionality provided by and/or through Third-Party Components, Subscriber hereby accepts and agrees to be bound by the terms and conditions set forth in Schedule B, which may be updated from time to time upon notice (email acceptable) to Subscriber (the “**Third-Party Component Terms**”). In the event of any inconsistency or conflict between the Third-Party Component Terms and the terms of this Agreement, the Third-Party Component Terms shall govern with respect to Subscriber’s access to and use of the applicable Third-Party Component.
- 4.2 Integrated Applications.** To the extent Subscriber installs, links to or enables any Integrated Application for use with the SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Integrated Application Data from Subscriber’s existing account(s) on each such Integrated Application to the extent necessary to facilitate the interoperability of such Integrated Application with the SaaS Services. To the extent Subscriber requires an Integrated Application Provider’s assistance to install, link to or enable any Integrated Application for use with the SaaS Services, Subscriber shall separately contract with each such Integrated Application Provider for any such assistance. In no event will Mark43 be responsible for any Integrated Application or Integrated Application Data, or for any failure of an Integrated Application to properly interoperate with the SaaS Services; provided, however, to the extent that Mark43 creates, pursuant to a Statement of Work, an interface for an Integrated Application hereunder, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of an Integrated Application Provider or due to an actual or potential security threat, disable any connection between an Integrated Application and the Applications, and any access, retrieval and viewing of Integrated Application Data via the Applications. For the avoidance of doubt, Subscriber’s access to and use of Integrated Applications and Integrated Application Data shall be subject to the terms and conditions of Subscriber’s agreement(s) with the applicable Integrated Application Provider.

5. FEES AND PAYMENT TERMS.

- 5.1 Fees for the Services.** Subscriber will pay the fees as stated in Schedule C (the “**Fees**”) attached hereto in accordance with the payment schedule set forth in Schedule C. All Fees due hereunder will be due and payable by Subscriber within thirty (30) days of the invoice date. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Mark43 may modify the Fees for each Renewal Term (as defined below) by providing at least forty-five (45) days’ written notice thereof prior to the expiration of the Initial Term (as defined below) or the then-current Renewal Term.
- 5.2 Overdue Payments.** Any payment not received from Subscriber by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.
- 5.3 Taxes.** Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43’s income or employment) (“**Indirect Taxes**”). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

6. TERM AND TERMINATION.

6.1 Term.

- (a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule C, unless and until terminated in accordance with Section 6.2 (the “**Initial Term**”).
- (b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule C (each, a “**Renewal Term**”) at the rates set forth on Schedule C, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

6.2 Termination; Suspension of Services.

- (a) Termination for Breach by Either Party. Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party’s receipt of such notice.
- (b) Termination for Non-Appropriation. Subscriber’s payment obligation under this Agreement extends only to funds appropriated annually by Subscriber or Subscriber’s governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. If Subscriber is appropriated insufficient funds to continue annual payments under this Agreement, Subscriber may terminate this Agreement by giving Mark43 not less than thirty (30) days’ prior written notice. Upon termination under this paragraph, Mark43 shall be entitled to compensation for all Services rendered prior to the effective termination date, plus any prepaid Fees, as well as reimbursement for reasonable costs actually incurred in closing out this Agreement.
- (c) Suspension of Services. To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or by Applicable Law, Mark43 may immediately suspend provision of the Services without liability to Subscriber: (a) if Subscriber’s account is more than sixty (60) days past due, until paid in full; (b) if Subscriber breaches Section 2.5 (Restrictions on Use) or Section 2.6 (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or requested by a governmental authority. Subscriber shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension. Mark43 will use commercially reasonable efforts to restore Subscriber’s rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

6.3 Effect of Termination.

In the event of any termination or expiration of this Agreement,

- (a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services;
- (c) Mark43 will provide Subscriber with a copy of the Subscriber Data within ninety (90) days of the effective date of termination; and
- (d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

6.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 3.1 ("Ownership of Subscriber Data"), Section 4 ("Third-Party Components and Integrated Applications"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.3 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), Section 11 ("Miscellaneous") and this Section 6.4 ("Survival").

7. CONFIDENTIALITY.

- 7.1 Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
- 7.2 Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 7.3 Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 7.4 Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 7.5 Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
- 7.6 Public Records.**
 - (a) For purposes of this Section 7 (Confidentiality), the term "**Public Records Request**" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal Freedom of Information Act or other comparable law.

- (b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to or during the Term (including without limitation this Agreement), Subscriber shall, prior to any disclosure, promptly notify Mark43 of such Public Records Request (to the extent legally permitted to do so) and provide reasonable assistance, at Mark43's cost, if Mark43 wishes to contest the disclosure. Subscriber shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein.

7.7 CJIS Standards; Employee Background Checks.

- (a) Subscriber understands and agrees that Mark43 utilizes third-party vendors (each, a **"Hosting Provider"**) to host the SaaS Services.
- (b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.
- (c) Subscriber will have the opportunity to run, at Subscriber's expense, reasonable background checks on Mark43 employees that will have direct access to Subscriber Data in Subscriber's production environment (such employees, the **"Covered Employees"**), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement.

8.2 Services Warranty.

- (a) Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.
- (b) Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the **"Warranty Period"**), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.

8.3 Disclaimer. USE OF THE APPLICATIONS AND SERVICES IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE APPLICATIONS AND SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED BY MARK43 THEREIN (INCLUDING ANY THIRD-PARTY DATA) SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL

BE RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE TO ACT IN CONNECTION WITH THE APPLICATIONS AND SERVICES, INCLUDING WITH RESPECT TO COMPLIANCE WITH APPLICABLE LAWS, AND MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE APPLICATIONS AND SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE APPLICATIONS AND SERVICES DO NOT PROVIDE LEGAL ADVICE.

EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTIONS 8.1 AND 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION. MARK43 DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT SUBSCRIBER DATA WILL BE SECURE OR NOT LOST OR DAMAGED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO SUBSCRIBER IN CONNECTION WITH THE PROVISION OF THE SERVICES. MARK43 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ITS REASONABLE CONTROL, INCLUDING ANY HARM OR DAMAGES CAUSED BY ITS HOSTING PROVIDERS. MARK43 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY DATA, THIRD-PARTY COMPONENT, INTEGRATED APPLICATION, OR ON BEHALF OF ANY INTEGRATED APPLICATION PROVIDER.

9. LIMITATION OF LIABILITY.

- 9.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MARK43'S (OR MARK43'S THIRD-PARTY LICENSORS') TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.
- 9.2 Exclusion of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, SOFTWARE OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 9.3 Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION.

- 10.1 Indemnification by Mark43.** Mark43 shall indemnify Subscriber, and its employees, officers, and directors against any third-party claim alleging that Subscriber's use of the Services in the form provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, and shall pay the amount of any adverse final judgment or settlement to which Mark43 consents. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the third party claim arises from: (a) Subscriber's or its Affiliates' failure to incorporate a software or other update or upgrade made available by Mark43 that would have avoided the alleged infringement; (b) modification of the Services, any Application, Software or hardware by anyone other than Mark43; (c) specifications, instructions, features, functions or designs

or other elements provided by or requested by Subscriber or its Affiliates; (d) use of the Services, any Application or Software in combination with any other product, service, process or material not provided by Mark43 (including, without limitation, Integrated Applications, Third-Party Data and Subscriber Data); or (e) use of the Services, any Application or Software in a manner not contemplated by this Agreement. If the Services are (or Mark43 believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section 10.1, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of the Services or replace or modify the Services, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its judgment, then use of the Services may be terminated at the option of Mark43 and Mark43's sole liability will be to refund any prepaid fees for the Services applicable to periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43), are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Services.

- 10.2 Indemnification by Subscriber.** To the extent consistent with Applicable Law, Subscriber shall indemnify Mark43, its Affiliates, and their respective employees, officers, and directors against any third-party claim arising out of or related to (a) Subscriber's breach of Section 2.5 (Restrictions on Use), Section 2.6 (Security Obligations) or Section 3.2 (Ownership and Reservation of Rights to Mark43 Intellectual Property); (b) Integrated Applications or Subscriber Data, including any third-party claim alleging that Subscriber Data infringes or misappropriates the rights of a third party or violates any Applicable Law, and shall pay the amount of any adverse final judgment or settlement to which Subscriber consents; and (c) Mark43's disabling a connection to an Integrated Application at Subscriber's request.
- 10.3 Procedures.** Each party shall give the other party prompt notice of any claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any claim. An indemnifying party's payment obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

11. MISCELLANEOUS.

- 11.1 Notices.** Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

<p>If</p> <p>Mark43, Inc.</p> <p>8 West 40th Street</p> <p>2nd Floor</p> <p>New York, NY 10018</p> <p>Attn: CFO</p> <p>Email: chris.merwin@mark43.com</p>	<p>to</p>	<p>Mark43:</p>	<p>If to Subscriber:</p> <p>Deputy Chief Michael Quinn 200 S. Lincoln Way North Aurora, IL 60542 Email: mquinn@northaurora.org</p>
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Copy to:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: General Counsel
Email: contractnotices@mark43.com

- 11.2 Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 11.3 Governing Law.** This Agreement will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the parties may be resolved in a state or federal court of competent jurisdiction within such state. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 11.4 Dispute Resolution.** Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:
- (a) Within five (5) business days following the written request of a party, designated individual(s) from Mark43 and Subscriber shall meet to resolve such dispute.
 - (b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter at issue that the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either party may escalate the dispute to the Chief Financial Officer or similar of Mark43 and the Chief or Sheriff or comparable Subscriber official, for their review and resolution.
 - (d) The provisions of this Section 11.4 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.
- 11.5 Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible

by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

- 11.6 No Waiver.** The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 11.7 Amendment.** No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.
- 11.8 Relationship of the Parties.** The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 11.9 Subcontracting.** Mark43 may draw on the resources of (and subcontract to) its Affiliates and third-party contractors and subcontractors, within or outside of the United States (each, a "**Mark43 Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Service and other products and services to be provided by Mark43 pursuant to this Agreement. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to the Mark43 Vendors for such purposes. Mark43 shall be permitted to subcontract its obligations under this Agreement to the Mark43 Vendors identified on Schedule C as "Subcontractors" or such other subcontractors as approved in advance by Subscriber (each, a "**Subcontractor**"). Mark43 shall be responsible in accordance with the terms of this Agreement for performance failures by such Subcontractors that cause Mark43 to breach its obligations under this Agreement.
- 11.10 Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 11.11 Headings.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 11.12 Counterparts.** This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 11.13 Cumulative Remedies.** All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 11.14 Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 11.15 Compliance with Laws.** Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or

instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

11.16 Entire Agreement. This Agreement supersedes all previous understandings, agreements and representations between the parties or any affiliates or agents thereof, written or oral, and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

11.17 Supporting Documents.

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the "Supporting Documents:"

- Schedule A: Support Services
- Schedule B: Third-Party Component Terms
- Schedule C: Order Form

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

VILLAGE OF NORTH AURORA

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

SCHEDULE A

Support Services

1. Support Services.

a. Error Reporting

When reporting a failure of the SaaS Services to perform substantially in conformance with this Agreement (an “**Error**”), Subscriber shall use the phone number, email address, or Mark43 Support Portal URL identified in this Agreement (or otherwise provided to Subscriber by Mark43 from time to time, including by email) during the hours of support set forth herein.

Subscriber personnel submitting support requests must be reasonably trained in the use and functionality of the SaaS Services and familiar with this Agreement and, before submitting a support request to Mark43 hereunder, must use reasonable efforts to ensure a perceived Error is not due to a problem with Subscriber’s (or its other third-party providers’) equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the SaaS Services by or on behalf of Subscriber.

Subscriber will include with each support request, further detailed in subsection (d) below: (i) Subscriber’s initial assessment of the Response Priority (including identification of the Error and the approximate percentage of Authorized Users impacted); (ii) sufficient information to enable Mark43 to identify and replicate the Error; and (iii) contact information for Subscriber personnel familiar with the Error who will be available to Mark43 to assist with resolution of the Error on an ongoing basis until the Error is resolved.

b. Response Priority Determination

Mark43 will validate Subscriber’s Response Priority designation, or notify Subscriber of its Response Priority designation if it is different than Subscriber’s. If requested, Mark43 will provide Subscriber with the basis of its determination. In the event of a conflict regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict for resolution by the parties’ management, during which time the parties shall continue to handle the support issue in accordance with the Mark43 Response Priority designation. In the rare case that a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

c. First Response, Resolution, and Updates

Upon notification by Subscriber of an Error in accordance with this Schedule and subject to Mark43’s identification and replication of the Error, Mark43 will respond to each case in accordance with the First Response Times and Communication Commitments described in the charts below. First Response Time is the period from the time the Error was logged with the Mark43 Support Team until Mark43 responds to Subscriber (and escalates within Mark43, if appropriate). A first response is defined as a non-automatic means where an agent will reach out to gather additional details and may not include a solution or workaround. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. Resolution methods are defined below. A resolution may consist of a fix, workaround, delivery of information, or other commercially reasonable solutions to the issue.

d. Subscriber’s Obligations

Mark43’s provision of the support services described in this Schedule is subject to Subscriber cooperating fully and on a timely basis with reasonable requests of Mark43 for accurate information and access to Subscriber personnel with sufficient availability and knowledge to enable Mark43 to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event Mark43’s response, resolution, or update times are negatively impacted by delayed responses by Subscriber personnel or Subscriber’s failure to otherwise comply with its obligations under this Schedule, timeframes will be extended.

First Response Commitment

Red	Orange	Yellow
------------	---------------	---------------

1 hour 24/7	2 hours 8am - 8pm EST, 7 days	8 hours 8am - 8pm EST M-F
----------------	----------------------------------	------------------------------

Communication Commitment

	Red	Orange	Yellow
Status page updates	A status update will be posted as soon as Mark43 is notified and updated every 30 minutes thereafter until resolved.	n/a	n/a
Email/phone updates	After initial Mark43 response, within 1 hour of any additional Subscriber questions about the same issue until resolved.	After initial Mark43 response, within 1 business day of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue fix has been scheduled and again when the issue has been fixed.	After initial Mark43 response, within 2 business days of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue has been fixed.

Priority Definitions

- *Red* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a core function for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: Authorized Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- *Orange* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a critical workflow for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: significant lagging/slowness; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- *Yellow* - An Error due to Mark43's systems for which a reasonable workaround is available.
- *None* - There are a number of low-impact issues, how-to questions, and feature requests that do not fall into one of the categories above and are not subject to the outlined First Response or Communication Commitments.

Issue Escalation & Resolution Methods: Subscriber-reported issues are escalated within Mark43 by a well-defined internal process. Mark43 works to resolve issues based on the issue severity/impact, by employing one or more of the following methods:

- Providing Subscriber with a reasonable workaround
- Adjusting system/hosting configurations or setup
- Direct database modifications
- Releasing a fix out-of-cycle (patching)
- Releasing a fix as part of the regular release cycle
- Other commercially reasonable solution

Subscriber will be notified of status changes either through Mark43's status page and/or via email updates in a support ticket.

2. **Service Level Agreement.** Mark43 shall provide the Applications in accordance with the following service levels ("SLA").
 - a. **Monthly Uptime Commitment.**

Following Go Live of the applicable In-Scope Application, Mark43 will use commercially reasonable efforts to make the In-Scope Application available with the Monthly Uptime Percentage corresponding to that Application (the “**Uptime Commitment**”), as follows:

- *RMS Application:* Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 RMS Application of no less than 99.90% in any calendar month.
- *CAD Application:* Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 CAD Application of no less than 99.95% in any calendar month.

For each In-Scope Application, the “Monthly Uptime Percentage” is calculated as set forth below by subtracting from one hundred percent (100%) the percentage of minutes during the month in which the In-Scope Application experienced Downtime.

Monthly Uptime Percentage = $(100) - ((\text{minutes of Downtime} * 100) / (\text{total minutes in month}))$

b. Service Credit Calculation.

Subject to the SLA Exclusions, if Mark43 does not achieve the Uptime Commitment in any given month due to Downtime, Subscriber may be eligible for credits as described herein (the “**Service Credits**”), as follows:

- *RMS Application:* If Mark43 does not achieve the Uptime Commitment for the RMS Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the RMS Application in respect of the period in which the actual RMS Downtime for the month exceeded the RMS Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month’s subscription fee paid in consideration for the RMS Application, as illustrated here:

$\text{RMS Service Credit} = (10) * ((1/12) * \text{annual subscription fee}) * ((\% \text{ of Downtime}) - (0.10\%))$

- *CAD Application:* If Mark43 does not achieve the Uptime Commitment for the CAD Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the CAD Application in respect of the period in which the actual CAD Downtime for the month exceeded the CAD Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month’s subscription fee paid in consideration for the CAD Application, as illustrated here:

$\text{CAD Service Credit} = (10) * ((1/12) * \text{annual subscription fee}) * ((\% \text{ of Downtime}) - (0.05\%))$

c. Requesting Service Credits.

In order to receive a Service Credit, Subscriber must notify Mark43 in writing at 8 West 40th Street, 2nd Floor, New York, NY 10018, Attn: Accounting, with a copy to accounting@mark43.com, or such other address provided by Mark43 from time to time, within fifteen (15) days following the end of the month in which the Downtime occurred. Claims must include the words “SLA Credit Request” in the subject line; the dates and times of each Downtime incident that Subscriber is claiming occurred; and any documentation to corroborate Subscriber’s claim of Downtime, ensuring removal or redaction of any confidential or sensitive information in these logs. All claims are subject to review and verification by Mark43 prior to any Service Credits being granted. Mark43 will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied.

If Mark43 confirms that the Uptime Commitment has not been met in the applicable calendar month, Subscriber will be issued a Service Credit within one billing cycle following the month in which Subscriber’s request is confirmed by Mark43. Subscriber’s failure to provide the request and other information as required above will disqualify Subscriber from receiving a Service Credit. Service Credits will not entitle Subscriber to any refund or other payment from Mark43 and are non-transferable. The parties acknowledge and agree that Service Credits are intended as genuine pre-estimates of loss that may be suffered as a result of any failure to achieve Uptime Commitments and will not be deemed to be penalties. To the extent legally permitted, the issuance of a Service Credit by Mark43 hereunder is Subscriber’s sole and exclusive remedy for any failure by Mark43 to satisfy the Uptime Commitment.

d. Additional Definitions.

“**Downtime**” with respect to any single In-Scope Application means time in which the Application is not accessible or available to Subscriber for reasons other than those resulting directly or indirectly from an SLA Exclusion. For the avoidance of doubt, slow performance does not constitute lack of accessibility or availability and shall not count as Downtime, unless there is a total loss of ability for the substantial majority

of Authorized Users to perform any one of the In-Scope Application Features so as to constitute a total loss of service of that Application, in each case in Mark43's reasonable discretion. The concurrent loss of service of two or more In-Scope Application Features within the same Application will count as a single Downtime event. At the end of each month, Mark43 adds "Downtime" periods together to calculate the overall monthly "Downtime."

"In-Scope Application" means the web-accessible Applications identified in subsection (a) above, provided that Subscriber has purchased a subscription for the Applications and signed a valid agreement with Mark43. Under no circumstance shall any reference to an Application that Subscriber has not purchased a subscription and signed an agreement for be construed to entitle Subscriber to use such Application. For the avoidance of doubt, In-Scope Applications do not include mobile versions or Applications that are in beta testing.

"In-Scope Application Features" means, in each case:

- For RMS Application: (i) the ability to login to the Mark43 RMS; (ii) the ability to view and edit reports and names, property, and vehicles; (iii) the ability to view and edit cases; and (iv) the ability to search for entities within the RMS.
- For CAD Application: (i) the ability to login to the Mark43 CAD; (ii) the ability to view / edit / clear events; (iii) the ability to view and edit units; (iv) the ability to search for CAD tickets; and (v) the ability to receive real-time updates when actively connected to an internet-enabled network.

"Monthly Uptime Percentage" has the meaning set forth in Section 2(a) of this SLA.

"Scheduled Maintenance" means scheduled work related to the Mark43 Application or the hosting environment, which may cause inaccessibility or unavailability of the Mark43 Application. Except as set forth below, Mark43 shall provide at least seven (7) days' advance notice of Scheduled Maintenance whenever practicable, and in no circumstances less than three (3) days' advance notice. In the event that Mark43 determines it is appropriate to perform emergency work related to the Mark43 Application or emergency work is performed related to the hosting environment, such work will be deemed Scheduled Maintenance, provided Mark43 uses reasonable efforts under the circumstances to provide Subscriber with notice at least twenty-four (24) hours prior to such emergency work. Notice of Scheduled Maintenance may be provided by email and, in the case of emergency work, may also be provided by telephone. The total amount of Scheduled Maintenance for the CAD Application shall not exceed sixty (60) minutes during any thirty (30)-day period.

e. **SLA Exclusions.** The Uptime Commitment does not apply to any inaccessibility or unavailability of an Application (the **"SLA Exclusions"**):

- That is not an In-Scope Application;
- That occurs prior to Go Live;
- That results from Scheduled Maintenance;
- That results from a suspension or remedial action, as described in this Agreement;
- Caused by factors outside of Mark43's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Mark43 cloud environment;
- That results from actions or inactions of Subscriber or any third party;
- That is attributable to Subscriber's own computer equipment or devices, or failure of any software, hardware or service not supplied by Mark43 pursuant to this Agreement, including, without limitation, issues related to network connectivity, internet connectivity or network performance issues at any Subscriber locations, server downtime related to connectivity issues resulting from third-party-managed VPN access to a hosted server or Subscriber's internal network problems, or Software (including interfaces) that is not supplied or maintained by Mark43;
- That results from any Integrated Application, Third-Party Data, or any Subscriber-provided application or program; or
- That results from the failure by Subscriber, its Affiliates, or any Authorized User to incorporate a Software or Services update or upgrade made available by Mark43.

SCHEDULE B

Third-Party Component Terms

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Esri: Users (as defined below) are bound by the following Esri Terms of Service:

To the extent permitted by applicable law, Environmental Systems Research Institute, Inc. ("**Esri**") and its licensors disclaim liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of Esri's solution ("**Esri Solution**") including, but not limited to, liability for use of the Esri Solution in high-risk activities or liability related to any data supplied by Esri.

In the event of any termination of the Agreement, the end user of the Esri Solution ("**User**") shall (i) cease access and use of the Esri Solution and any data supplied by Esri, and (ii) clear any client-side data cache derived from the Esri Solution or any data supplied by Esri.

User will comply with all relevant export laws and regulations of the United States with respect to the Esri Solution, including, but not limited to, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and User will not export, reexport, transfer, divert, use, or access, directly or indirectly, the Esri Solution in violation of any United States export laws and regulations.

User will provide Esri with information about User's export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

User shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Esri Solution or any Esri materials, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri.

Esri and its licensors disclaim all terms in any "click-through" agreements included with the Esri Solution. Esri and its licensors do not warrant that the Esri Solution or any data or materials supplied by Esri will meet User's needs or expectations; that the use thereof will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data in the Esri Solution, and User should always verify actual data in the Esri Solution. Any warranty offered by Mark43 for Mark43's solution shall only apply between Mark43 and User. Esri does not offer any warranties or indemnities to User for the Esri Solution.

User shall not use the Esri Solution for any revenue-generating activities. The Esri Solution is for the internal use of User only.

User shall not use the Esri Solution independently from the Mark43 solution or in any other product or service.

User shall not store, cache, use, upload, distribute, or sublicense content provided through the Esri Solution in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

User's login credentials for the Esri Solution are for User only and may not be shared with other individuals.

Amazon:

Universal Service Terms: <https://aws.amazon.com/service-terms/>

Acceptable Use: <https://aws.amazon.com/aup/>

Auth0 (if elected):

Acceptable Use: <https://cdn.auth0.com/website/legal/files/aup-19.pdf>

RapidSOS (if elected): Subscriber must sign up and accept the terms contained within the following link:

<https://info.rapidsos.com/rapidsos-integrations-signup>

CommSys (if elected):

CommSys End User License Terms and Conditions

CommSys, Incorporated, an Ohio corporation ("CommSys") is the owner of certain components of the SaaS Services licensed to Subscriber and your Authorized Users (collectively, "you") by Mark43, Inc. ("Mark43") under an agreement between you and Mark43 (the "License Agreement").

As a condition to the license to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the license grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware" or otherwise, wherever resident on any media, and whether separately licensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

- (a) All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically without notice to you upon your failure to comply with any of the CommSys Terms and Conditions.
- (b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.
- (c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.
- (d) You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the SaaS Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.

- (e) You shall promptly notify Mark43 of any actual or suspected use or disclosure of the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.
- (f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.
- (g) You (including all of your employees, contractors, and affiliated persons) shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.
- (h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore CommSys, as a third party beneficiary of these CommSys Terms and Conditions is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.
- (i) Your use of the CommSys Products is subject to the compliance by Mark43 of its license from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the license of the CommSys Products to Mark43 upon the breach by Mark43 of the license in accordance with the terms of such license. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of any breach by Mark43 of its license from CommSys or if such license is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its license of the CommSys Products.

NEITHER COMMSYS NOR MARK43 MAKES, AND COMMSYS AND MARK43 EACH EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE COMMSYS PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT SHALL COMMSYS OR MARK43 BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR LOSS OF BUSINESS, GOODWILL, DATA OR PROFITS, OR ARISING OUT OF CLAIMS FOR TORT, UNDER STATUTE, BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY, OR OTHERWISE.

SCHEDULE C

Order Form

1. **Services.** The Services covered by this Agreement consist of the following:

SaaS Services with respect to the following Applications per the SKUs noted in Section 5 below and the product descriptions set forth at <https://mark43.com/Mark43-Product-Catalogue>: Records Management System Including Case Management, Property and Evidence (RMS) and Analytics.

Professional Services as detailed in a Statement of Work.

2. **Subcontractors.** NA.
3. **Initial Term.** The Initial Term is the five (5) year period commencing on the Effective Date.
4. **Renewal Terms.** Any Renewal Terms shall be for a period of five (5) year(s).
5. **Fees.** Pricing for the Services is established by Reseller. The Fees for the Initial Term will be paid to Reseller for the Services and quantities set forth in the tables below. The below SKUs are for the Applications as hosted on AWS GovCloud; the Applications are also available as FedRAMP Authorized under different SKUs.

Recurring Services:

<i>Mark43 SaaS Services—Recurring</i>	Qty (if applicable)*
Insights Creator	Not to Exceed 1 license(s)
Insights Informed - Small	Not to Exceed 1 instance(s)
Insights Viewer	Not to Exceed 1 license(s)
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)
RMS 1 ST: RMS Reports Writing - STANDARD	Not to Exceed 32 total sworn
RMS 2 ST: Case Management - STANDARD	Not to Exceed 32 total sworn
RMS 3 ST: Property and Evidence - STANDARD	Not to Exceed 32 total sworn
RMS 7: RMS Fillable PDFs	Not to Exceed 1 instance(s)
MOB 1 RMS: OnScene Mobile Application for RMS	Not to Exceed 10 total users
<i>Mark43 Professional Services—Recurring</i>	Qty (if applicable)*
Interface Maintenance: LiveScan - AFIS Morphotrak	1 interface(s)
Interface Maintenance: DACRA eCitation	1 interface(s)
Interface Maintenance: Axon - Evidence.com Body Camera	1 interface(s)

*Additional increases may be applied at any time during the Term if required quantities increase.

One-Time Services:

<i>Mark43 Professional Services – One-Time</i>	Qty (if applicable)
--	---------------------

Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period	1
Level 1 Implementation	1 package(s)
Data Analytics Implementation Services	1 package(s)
Oversight - Single Platform - 7	1 package(s)
Standard Training Package	1 package(s)
Interface Development: Statewide Citation System - DACRA	1 interface(s)
Interface Development: LiveScan - AFIS Morphotrak	1 interface(s)
Interface Development: Axon - Evidence.com Body Camera	1 interface(s)

6. **Payment Schedule.**

- a. Initial Term: Subscriber will pay the Fees for the Services detailed in Section 5 above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Amount Due
1	Year 1 Payment, due according to the following schedule:	100% of One-Time Fees
	- Effective Date	100% of Fees attributable to Implementation Tenant
	- Application Setup Complete	50% of One-Time Services Fees (not including Data Migration)
	- Go Live	50% of One-Time Services Fees (not including Data Migration)
2	Year 2 Payment, due on the first anniversary of the Effective Date.	100% of Recurring Fees
3	Year 3 Payment, due on the second anniversary of the Effective Date.	100% of Recurring Fees
4	Year 4 Payment, due on the third anniversary of the Effective Date.	100% of Recurring Fees
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	100% of Recurring Fees

- b. Renewal Term: Fees for any Renewal Term will be paid in full annually on the relevant anniversary of the Effective Date.

EVENT #190403004
50NE - MOTOR VEHICLE CRASH (NON-EMERGENT)
450 E SOUTH ST

UNIT 201C
TRANSPORT EVIDENCE
PARK/MOSS

UNIT 682C
DIRECTED PATROL
OWENS/FREEMAN

UNIT 9872
EN ROUTE (25MPH)
GARCIA/JOHNSON

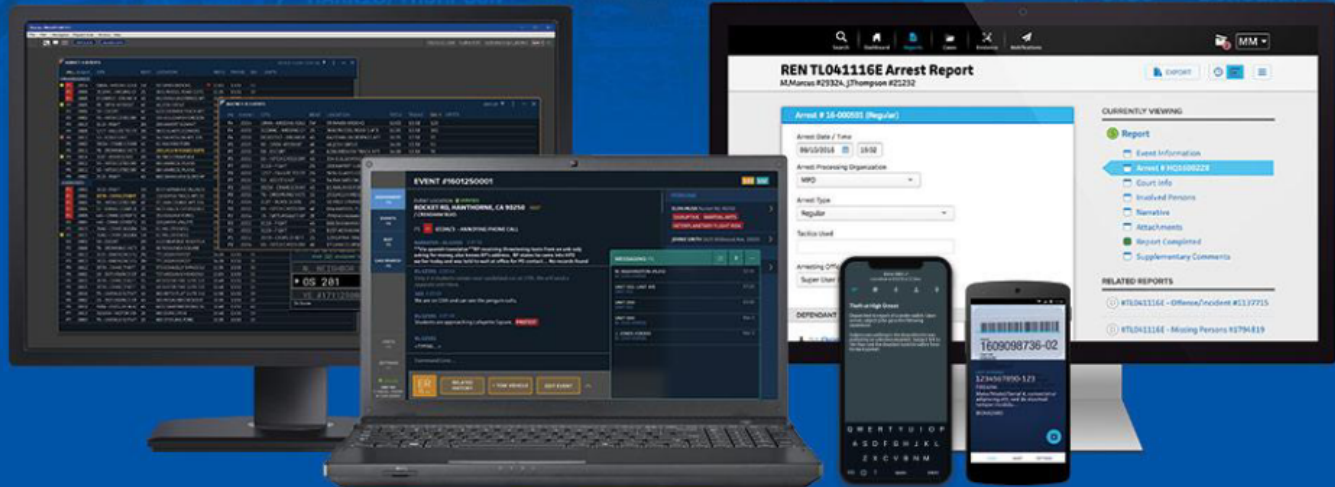


MARK43

POWERFULLY SIMPLE. PURPOSEFULLY SMART.

UNIT 792
REPORT WRITING
HARRIS/THOMPSON

EVENT #19040318
31BU - BURGLARY IN PROGRESS
SOM TRAIL



IL - North Aurora Police Department
COST PROPOSAL
February 27, 2025
Q-01718.2

Submitted by:

Holton Hawkins
Account Executive

Mark43, Inc.
8 W 40th Street
2nd Floor
New York, NY 10018
p: (414) 218-5332
e: holton.hawkins@mark43.com

www.mark43.com

Subscriber Name	North Aurora Police Department	Estimate Date	February 27, 2025
Subscriber Address	200 S Lincolnway North Aurora, IL 60542	Estimate Expiration	May 27, 2025
Effective Date of Contract (Term Start)	TBD	Payment Terms	Net 30
Term Length	5 year(s)	Mark43 Account Executive	Holton Hawkins
		Email	holton.hawkins@mark43.com

FEE SUMMARY

FEE SUMMARY	
	Mark43 Offer
Recurring Subscription Fees	\$62,171.10 per year
One-Time Services Fees	\$75,555.57
Total over 5 Contract Years	\$379,744.41

This is an indicative quote based on current Mark43 assumptions about the scope and complexity of the project. This sales quote does not include any applicable sales tax. This sales quote does not include potential hardware that you may be required to own for the implementation of the solution. This quote is for a direct purchase from Mark43, not for a purchase through a reseller or other third party. Mark43 reserves the right to modify the quote for any reason. This quote is not a binding order. Orders for Mark43's SaaS Services and Professional Services must be placed pursuant to a separate contract in the form provided by Mark43. No contract will be valid unless signed by Subscriber and Mark43 and orders are not effective unless you have signed Mark43's contract. Certain orders for Professional Services also require a Statement of Work, unless such requirement is waived in writing by Mark43.

ONE-TIME PROFESSIONAL SERVICES

PRODUCT MODULE		QTY NOT TO EXCEED (if applicable)
Implementation		
Level 1 Implementation		1 package(s)
Data Analytics Implementation Services		1 package(s)
Project Management		
Oversight - Single Platform - 7		1 package(s)
Other		
Training Package		1 package(s)
Interfaces		
Interface Development: Statewide Citation System - DACRA		1 interface(s)
Interface Development: LiveScan - AFIS Morphotrak		1 interface(s)
Interface Development: Axon - Evidence.com Body Camera		1 interface(s)
ONE-TIME PROFESSIONAL SERVICES	LIST SUBTOTAL: \$111,111.11	OFFER SUBTOTAL: \$75,555.57

RECURRING SUBSCRIPTION

Fees begin upon Contract Effective Date

PRODUCT MODULE		QTY NOT TO EXCEED (if applicable)
Analytics and Data Lake		
Insights Creator		1 license(s)
Insights Informed - Small		1 instance(s)
Insights Viewer		1 license(s)
DLK 1: Data Lake - Base		1 instance(s)
RMS Modules		
RMS 1 ST: RMS Reports Writing - STANDARD (Not to exceed 5 report types)		32 total sworn
RMS 2 ST: Case Management - STANDARD (Not to exceed 1 case type, Out of the box fields and configurations)		32 total sworn
RMS 3 ST: Property and Evidence - STANDARD (Out of the box fields and retention policies, Configurable storage locations)		32 total sworn
RMS 7: RMS Fillable PDFs		1 instance(s)
MOB 1 RMS: OnScene Mobile Application for RMS		10 total sworn
Interface Maintenance		
Interface Maintenance: LiveScan - AFIS Morphotrak		1 interface(s)
Interface Maintenance: DACRA eCitation		1 interface(s)
Interface Maintenance: Axon - Evidence.com Body Camera		1 interface(s)
RECURRING SUBSCRIPTION	LIST SUBTOTAL: \$73,266.67	OFFER SUBTOTAL: \$62,171.10

ASSUMPTIONS

This section outlines the relevant assumptions and considerations that were the basis for the offered quotes.

- Pricing offered is based upon the current scope and quantities. Should the scope or quantities change, pricing might be adjusted.
- This quote assumes North Aurora Police Department will accept Mark43 standard terms and conditions.
- This quote assumes North Aurora Police Department will be responsible for purchasing and maintaining hardware required to operate Mark43 or partner products.
- The pricing provided is for Mark43 as hosted on AWS GovCloud. The Mark43 solution is also available as FedRamp Authorized at the Application level for additional fees. Reach out to your Mark43 representative for more details.
- Pricing in any renewal term shall increase 3% year over year.
- SaaS Services with respect to the Applications provided in this quote are offered per the SKUs noted above and the product descriptions provided [here](#).

PAYMENT SCHEDULE

Year	Due Date	Amount Due
1	Year 1 Payment, due per the following schedule:	\$131,060.01
	<i>Effective Date (Contract Signing)</i>	<i>\$55,504.44</i>
	<i>Application Setup Complete</i>	<i>\$37,777.79</i>
	<i>Launch / Go-Live</i>	<i>\$37,777.79</i>
2	Year 2 Payment, due on Effective Date anniversary	\$62,171.10
3	Year 3 Payment, due on Effective Date anniversary	\$62,171.10
4	Year 4 Payment, due on Effective Date anniversary	\$62,171.10
5	Year 5 Payment, due on Effective Date anniversary	\$62,171.10
	(5) YEAR TOTAL	\$379,744.41

*Fee subject to change should modules or quantities be updated, or contract signature exceeds expiration date.

OPTIONAL ADD-ONS

The below fees are not included in the budgetary estimate. These fees are provided as a high-level guide to assist in planning for additional product and service costs. To include these, additional scoping will be completed, and a detailed cost quote will be provided.

PRODUCT MODULE	QTY NOT TO EXCEED (if applicable)	TOTAL PRICE PER OFFER	FEE TYPE
Standard Mark43 Migration	1 source(s)	\$75,555.56	One-Time
Standard Evidence Migration	1 source(s)	\$37,777.78	One-Time

Memorandum



To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

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

Date: May 14, 2025

Re: IL Route 31 Road Diet Ph. I and II Engineering Agreement with WBK Engineering

The Village entered into an agreement with WBK Engineering, LLC (WBK) 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. WBK Engineering presented the findings of the feasibility study at the April 21, 2025 Committee of the Whole meeting. The Village Board was interested in moving forward with Phase I engineering, which is a more detailed study of the road diet.

WBK provided an engineering proposal for providing both Phase I and Phase II engineering services for the IL Route 31 Road Diet Project. Phase II would not commence unless the Village provides authorization to WBK .

The scope of work for Phase I includes more detailed data collection of traffic counts and turning movements at multiple intersections throughout the IL 31 corridor being studied, speed data collection, and updated crash data analysis. The traffic operations and geometric studies of all the intersections will be completed, to evaluate capacity and delays along the corridor and check truck turning movements.

Phase I also includes coordination with IDOT and FHWA and public involvement, which includes an open house public information meeting. The project development report will be the final product of Phase I, which will be approved by the Illinois Department of Transportation.

Phase II scope includes the development of the plans and specifications for bidding and constructing the project.

The breakdown of WBK's not-to-exceed fee proposal by phase is shown in the below table:

	Phase I	Phase II	Total
WBK Not-to-Exceed Fees	\$75,298	\$19,452	\$94,750

The budget for the next fiscal year did include \$95,000 for engineering in the Capital Projects Fund for the IL 31 Road Diet. Staff is seeking approval to enter into an agreement with WBK Engineering in the amount of \$94,750.00.



VONA IL ROUTE 31 ROAD DIET – PHASE I/II ENGINEERING

North Aurora, IL

May 8, 2025

Village of North Aurora

Brandon Tonarelli, PE
Village Engineer / Asst. Public Works Director
25 E. 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 (known hereafter as “the Village”) for Phase I and II engineering services for the Illinois Route 31 Road Diet located between Mooseheart Road and Airport Road. WBK looks forward to the opportunity to assist the Village with the preliminary and design engineering of this project. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

PHASE I SCOPE OF SERVICES

TASK 1 | DATA COLLECTION

WBK will obtain relevant project information including but not limited to:

Data. Applicable GIS files, including right-of-way (ROW), boundaries, and other necessary data

Traffic Data Collection. WBK’s subconsultant, Gewalt Hamilton Associates (GHA), will provide AM and PM peak hour counts at the following intersections:

- IL Route 31/Elm Street
- IL Route 31/Oak Street
- IL Route 31/State Street
- IL Route 31/John Street

Speed Data Collection. GHA will also collect speed study data along IL Route 31 at the following locations:

- Mooseheart Road to Oak Street
- Oak Street to State Street
- State Street to Airport Road

Crash data. Obtain crash data from 2024 to support crash data obtained from 2019-2023 in the Feasibility Study.

TASK 2 | UTILITY COORDINATION

Utility coordination will begin early in the Phase I process and continue through the end of the Phase II design.

Utility Investigation. In Phase I, WBK will gather relevant utility information for the project area to identify the locations of all utilities that may impact the design or construction of the improvements. In addition to the public and private utilities extracted from the Village’s GIS database, WBK will process a J.U.L.I.E. design ticket for existing facilities. Information provided by the utility companies will be integrated into the base drawing and reviewed for potential conflicts.

Utility Coordination. Information provided by the Utility Companies will be incorporated into the base drawing and reviewed for potential conflicts as part of the Phase I process. WBK will continue coordination during Phase II, with Pre-Final plans being sent to Utility Companies with facilities in the project area to identify potential conflicts. WBK will send Final plans to coordinate for any potential relocations.

TASK 3 | BASE FILES

WBK will utilize existing aerial mapping to create an existing 2D linework base file. The linework will be used as the basis for the Phase II design. Once the 2D base file has been created, the linework will be confirmed in the field for inaccuracies in the aerial.

TASK 4 | TRAFFIC OPERATION AND GEOMETRIC STUDIES

Traffic Operations Analysis. WBK will update the existing Synchro modeling to reflect the traffic counts provided by our sub-consultant GHA. The traffic operations analysis will be updated to evaluate capacity and delay along the project corridor.

Truck Turning Movements. WBK will provide truck turn movements at all intersections where a road diet is implemented. A plan sheet with the turning movements will be developed for each intersection.

Crash Analysis. The crash analysis completed as part of the Feasibility Study will be updated to include 2024 data.

Signal Warrant Analysis. Signal warrants will be evaluated at all intersections with the project corridor.

Typical Sections. WBK will develop existing and proposed typical sections for the project corridor.

TASK 5 | ENVIRONMENTAL STUDIES

Environmental Survey Request (ESR). An ESR will be required to initiate IDOT's environmental review process for biological, cultural resource, and special waste reviews. The scope will include preparation of the ESR project limits map and plan exhibit showing the project limits, existing right-of-way and environmental study limits. The ESR will be prepared and submitted in accordance with the guidelines in the IDOT BDE Manual.

TASK 6 | PROJECT DEVELOPMENT REPORT

WBK will prepare a Project Development Report (PDR) – BLR Form 22210, including exhibits and documentation to obtain approval for the project.

Geometric Activities. WBK will develop a preliminary roadway design in accordance with criteria prescribed in the IDOT BDE Manual. Aspects that do not meet design guidelines will be identified along with a clear description of the required variances and appropriate justifications. These items, if required, will be discussed at the FHWA coordination meeting to seek approval for a design variance.

Location and Existing Conditions (PDR Section 1). A description of the existing facility will be included. Traffic data will come from our sub-consultant as AM and PM peak hour counts.

Proposed Improvement (PDR Section 2). The purpose and need of the project will be documented along with design guidelines, functional classification, regulatory or posted speed limit and design speed information. Aspects that do not meet the design guidelines will be identified and a clear description of the required variances and appropriate justification will be provided. The need for accommodating pedestrians, bicyclists, and the handicapped will be analyzed. An Engineer's Opinion of Probable Cost will be prepared and submitted with the PDR.

Crash Analysis (PDR Section 3). The crash analysis completed in Task 4 will be included in the PDR.

Right-of-Way (PDR Section 4). Existing right-of-way widths and easements will be described.

Environmental Impacts (PDR Section 5-15). No additional thru lanes or significant alignment changes will be proposed. Therefore, no COSIM or noise analysis is anticipated, thus, they are not included in the scope of this project.

Maintenance of Traffic (PDR Section 16-18). WBK will evaluate the maintenance of traffic operations based on the proposed improvements.

Public Involvement (PDR Section 19). WBK will summarize the public involvement activities and all documents showing public comments have been addressed will be provided. The report will also include property owner letters, proof of advertisement, meeting sign-in sheets, and other relevant documents.

Coordination and Commitments (PDR Section 20-22). Meeting minutes of coordination meetings with the IDOT, FHWA, the Village, and other local agencies will be documented. A summary of project-specific commitments will be included.

PDR Exhibit Preparation. A location map to supplement the narrative description will be developed. The roadway geometry and plans will be prepared in accordance with the applicable requirements of the IDOT BDE Manual. Existing and proposed typical section exhibits will be prepared as part of Task 4.

Assemble, collate, and submit PDR (Draft and Final). The draft PDR Addendum memorandum with exhibits and documentation will be prepared and submitted to IDOT for review.

WBK will prepare a disposition of comments received regarding the Draft Project Development Report Addendum memorandum. The final PDR will be revised based on review comments from IDOT and submitted to IDOT for approval.

TASK 7 | PUBLIC INVOLVEMENT

In order to get public opinion on the project, the design team will conduct one (1) open-house style Public Information Meeting. WBK will be responsible for contributing exhibits and having at least two (2) employees present to answer questions from the public. General comments will be received from the public and documented in the Project Development Report. This task does not include a Public Hearing.

Organize Meeting. WBK will identify the location and coordinate schedules with the Village and project stakeholders.

Advertisement and Mailings. WBK will advertise the public meeting in local papers to create awareness throughout the impacted area. WBK will identify local stakeholders and send mailings.

Prepare Displays, Exhibits, and Handouts. WBK will prepare displays outlining their involvement in the proposed improvements. WBK will prepare handouts for the public.

Attend Meeting and Record Public Comment. WBK will attend and lead the public meeting. Public comment forms will be available and a representative from WBK will record attendance and collect comments.

Respond to Comments. WBK will take the recorded public comments and send out responses accordingly.

TASK 8 | AGENCY AND STAKEHOLDER COORDINATION

The following meetings are anticipated:

IDOT Kickoff Meeting. One (1) meeting. WBK will prepare and distribute meeting agendas, minutes, and exhibits for the IDOT Project Kickoff Meeting.

FHWA Coordination Meeting. One (1) meeting. WBK will prepare and distribute meeting agendas, minutes, and attend the FHWA Coordination Meeting.

Additional IDOT Coordination. Two (2) meetings included.

TASK 9 | PROJECT ADMINISTRATION AND MANAGEMENT

The successful management of a project requires scheduling and reporting of the progress of the project. Work will include the following tasks:

Project Setup. WBK will initiate the project setup.

Task Management. WBK will manage tasks associated with work reviews, budget adherence, manpower, project meetings, contract administration and invoicing.

Progress Reports. WBK will prepare and submit monthly progress reports during the months when engineering activities occur, and invoices are due.

Project Schedule. WBK will prepare and monitor a project schedule and will update the schedule periodically as tasks or project scheduling change, as well as perform scope of work reviews, resource planning, internal team coordination and contract administration and invoicing.

PHASE II SCOPE OF SERVICES

Commence of the Phase II Design Engineering Services is contingent on Village Staff providing written communication authorizing the start.

TASK 10 PLAN/SPECIFICATION DEVELOPMENT AND PERMIT SUBMITTAL

The plans will be developed and submitted to IDOT as two (2) separate permit submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered ninety-nine percent (99%) complete. The second submittal will be the final submittal and for this project scope will be considered one hundred percent (100%) complete. Both submittals will include quantity calculations, cost estimate, contract time and special provisions.

The roadway plans are drawings that show the location, configuration and dimensions of the prescribed work that includes layouts, profiles, structures and other necessary details. The civil plans will be prepared under the supervision of a Professional Engineer. The civil plan set will consist of the following drawings:

- | | |
|---|-----------|
| • Cover Sheet | 1 Sheet |
| • Index of Sheets, IDOT Standards and General Notes | 1 Sheet |
| • Typical Sections | 1 Sheet |
| • Roadway Plan Improvements | 3 Sheets |
| • IDOT District One Details | 6 Sheets |
| • Highway Standards | 22 Sheets |

TASK 11 | ENGINEERING ESTIMATES

Quantity Calculations. WBK will prepare quantity computations for each submittal of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs. The computations will be done in spreadsheet format utilizing Microsoft Excel. The quantities will be developed and submitted to IDOT as requested. The Standard Specifications for Road and Bridge Construction, Supplemental Specifications and the Recurring Special Provisions will be cross-checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the IDOT Coded Pay Items on the IDOT website. Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer.

Estimate of Cost. WBK will prepare an engineer's opinion of probable construction costs for each submittal stage of the project. Utilizing the pay items and quantities, opinions of costs will be produced. Itemized costs will be determined by using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs. The cost estimate for civil quantities will be reviewed by a WBK Senior Project Engineer.

TASK 12 | QC/QA

Review of elements of design (plans, specs, quantities, cost estimate, etc.) by a Senior level engineer licensed in the State of Illinois.

PROJECT EXCLUSIONS

WBK's fee does not include the following services:

- Topographic Survey
- Special Waste, including Preliminary Environmental Site Assessment (PESA) in Phase I and Preliminary Site Investigation (PSI) in Phase II
- Intersection Design Studies
- Drainage improvements
- Wetland Delineation
- Transportation Management Plan (TMP)
- Geotechnical Investigation
- Noise Study

ESTIMATE OF FEES

WBK has provided not-to-exceed budgets for the tasks outlined in the above scope of services. Actual invoices will be based on employee's record of time invested to accomplish each task and will not exceed the budget provided without prior written authorization from the Client. The Estimate of Fees is based on award of the entire Scope of Services and in general, individual tasks and accompanying budget cannot be broken out and awarded separately.

TASK #	TASK NAME	FEE
TASK 1	Data Collection*	\$5,223.00
TASK 2	Utility Coordination	\$1,996.00
TASK 3	Base Files	\$1,925.00
TASK 4	Traffic Operations and Geometric Studies	\$35,134.00
TASK 5	Environmental Studies	\$2,408.00
TASK 6	Project Development Report	\$14,761.00
TASK 7	Public Involvement	\$5,995.00
TASK 8	Agency And Stakeholder Coordination	\$4,927.00
TASK 9	Project Administration and Management	\$2,929.00
	PHASE I SUBTOTAL	\$75,298.00
TASK 10	Plan/Spec Development and Permit Submittal	\$11,943.00
TASK 11	Engineering Estimates	\$5,898.00
TASK 12	QC/QA	\$1,611.00
	PHASE II SUBTOTAL	\$19,452.00
TOTAL		\$94,750.00

*Includes sub-consultant fees from GHA for traffic counts and speed data collection.

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 propose to bill you monthly based on the attached Schedule of Charges. 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 fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the Village of North Aurora. If you have any questions, please do not hesitate to call.

Sincerely,



Yemi Oyewole, PE
Transportation Practice Lead

Encl: 2025 Schedule of Charges
General Terms and Conditions (February 4, 2016)

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

Authorized By

Position

Date

AUTHORIZATION FOR PHASE I AND II ENGINEERING SERVICES FOR THE ILLINOIS ROUTE 31 ROAD DIET BETWEEN MOOSEHEART ROAD AND AIRPORT ROAD.

Phase I / Phase II Engineering
Village of North Aurora IL Route 31 Road Diet
IL Route 31 between Mooseheart Rd and Airport Rd

Route IL Route 31
 Local Agency Village of North Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

Method of Compensation:
 Standard Hourly Rate

*Firm's **approved rates** on file with IDOT's
 Bureau of Accounting and Auditing:

Complexity Factor (R) 0.0
 Calendar Days 0

Date: 5/7/2025

Cost Estimate of Consultant's Services in Dollars

Element of Work		Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
1	Data Collection					\$ 3,155.00	\$ -	\$3,155.00
		Engineer IV	4.0	\$173.12	\$692.48			\$692.48
		Engineer II	10.0	\$137.48	\$1,374.80			\$1,374.80
2	Utility Coordination					\$ -	\$0.00	\$0.00
		Engineer IV	2.0	\$173.12	\$346.24			\$346.24
		Engineer II	12.0	\$137.48	\$1,649.76			\$1,649.76
3	Base Files					\$ -	\$0.00	\$0.00
		Engineer II	14.0	\$137.48	\$1,924.72			\$1,924.72
4	Traffic Operation and Geometric Studies					\$ -	\$ -	\$0.00
		Engineer IV	60.0	\$173.12	\$10,387.20			\$10,387.20
		Engineer II	180.0	\$137.48	\$24,746.40			\$24,746.40
5	Environmental Studies					\$ -	\$0.00	\$0.00
		Engineer IV	2.0	\$173.12	\$346.24			\$346.24
		Engineer II	15.0	\$137.48	\$2,062.20			\$2,062.20
6	Project Development Report					\$ -	\$0.00	\$0.00
		Engineer IV	14.0	\$173.12	\$2,423.68			\$2,423.68
		Engineer II	85.0	\$137.48	\$11,685.80			\$11,685.80
		Technician IV	4.0	\$162.93	\$651.72			\$651.72
7	Public Involvement					\$ -	\$ 1,068.60	\$1,068.60
		Principal	2.0	\$258.66	\$517.32			\$517.32
		Engineer IV	8.0	\$173.12	\$1,384.96			\$1,384.96
		Engineer II	22.0	\$137.48	\$3,024.56			\$3,024.56
8	Agency and Stakeholder Coordination					\$ -	\$ -	\$0.00
		Principal	2.0	\$258.66	\$517.32			\$517.32
		Engineer IV	9.0	\$173.12	\$1,558.08			\$1,558.08
		Engineer II	16.0	\$137.48	\$2,199.68			\$2,199.68
		Technician IV	4.0	\$162.93	\$651.72			\$651.72

Phase I / Phase II Engineering
Village of North Aurora IL Route 31 Road Diet
IL Route 31 between Mooseheart Rd and Airport Rd

Route IL Route 31
 Local Agency Village of North Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

Method of Compensation:
 Standard Hourly Rate

*Firm's **approved rates** on file with IDOT's
 Bureau of Accounting and Auditing:

Complexity Factor (R) 0.0
 Calendar Days 0

Date: 5/7/2025

Cost Estimate of Consultant's Services in Dollars

Element of Work		Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
9	Project Administration & Management					\$ -	\$ -	\$0.00
		Engineer V	6.0	\$199.59	\$1,197.54			\$1,197.54
		Engineer IV	10.0	\$173.12	\$1,731.20			\$1,731.20
10	Plan/Specifications Development and Permit Submittal					\$ -	\$ -	\$0.00
		Principal	2.0	\$258.66	\$517.32			\$517.32
		Engineer IV	12.0	\$173.12	\$2,077.44			\$2,077.44
		Engineer II	68.0	\$137.48	\$9,348.64			\$9,348.64
11	Engineering Estimates					\$ -	\$ -	\$0.00
		Engineer V	2.0	\$199.59	\$399.18			\$399.18
		Engineer IV	8.0	\$173.12	\$1,384.96			\$1,384.96
		Engineer II	24.0	\$137.48	\$3,299.52			\$3,299.52
		Technician IV	5.0	\$162.93	\$814.65			\$814.65
12	QC/QA					\$ -	\$ -	\$0.00
		Engineer V	2.0	\$199.59	\$399.18			\$399.18
		Engineer IV	7.0	\$173.12	\$1,211.84			\$1,211.84
Totals			611.0		\$ 90,526.35	\$ 3,155.00	\$ 1,068.60	\$ 94,749.95

Route IL Route 31
 Local Agency Village of North Aurora
 Section
 Project
 Job No.
 Existing Struct

Description			Principal	Engineer V	Engineer IV	Engineer II	Technician V	Sub-Consultant Costs	In House Direct Costs
1	Data Collection								
	1.1	Existing Data			1	5			
	1.2	Crash Data			1	5			
	1.3	Traffic Counts			1			\$ 1,280.00	
	1.4	Speed Data Collection			1			\$ 1,875.00	
	SUB-TOTAL PERCENT		14.0		4.0 29%	10.0 71%		\$ 3,155.00	\$ -
2	Utility Coordination								
	2.1	DESIGN JULIE			1	6			
	2.2	Utility Coordination			1	6			
	SUB-TOTAL PERCENT		14.0		2.0 14%	12.0 86%		\$ -	\$ -
3	Base Files								
	3.1	Prepare base sheets				14			
	SUB-TOTAL PERCENT		14.0			14.0 100%		\$ -	\$ -
4	Traffic Operation and Geometric Studies								
	4.1	Traffic Operations Analysis			12	36			
	4.2	Truck Turning Movements			12	36			
	4.3	Crash Analysis			12	36			
	4.4	Signal Warrant Analysis			12	36			
	4.5	Typical Sections			12	36			
	SUB-TOTAL PERCENT		240.0		60.0 25%	180.0 75%		\$ -	\$ -
5	Environmental Studies								
	5.1	Environmental Survey Request			2	15			
	SUB-TOTAL PERCENT		17.0		2.0 12%	15.0 88%		\$ -	\$ -
6	Project Development Report								
	6.1	Geometric Activities			2	8	4		
	6.2	Location & Existing Conditions (PDR Section 1)			1	8			
	6.3	Proposed Improvement (PDR Section 2)			2	8			
	6.4	Crash Analysis (PDR Section 3)			1	8			
	6.5	Right-of-Way (PDR Section 4)			1	8			
	6.6	Environmental Impacts (PDR Section 5-15)			1	8			
	6.7	Maintenance of Traffic (PDR Section 16-18)			2	8			
	6.8	Public Involvement (PDR Section 19)			1	8			
	6.9	Coordination and Commitments (PDR Section 20-22)			1	6			
	6.10	PDR Exhibit Preparation			1	8			
	6.11	Assemble, collate, and submit PDR (Draft and Final)			1	7			
	SUB-TOTAL PERCENT		103.0		14.0 14%	85.0 83%	4.0 4%	\$ -	\$ -
7	Public Involvement								
	7.1	Organize Meeting			1				
	7.2	Advertisement and Mailings			2	6			
	7.3	Prepare Displays			1	8			
	7.4	Attend Meeting and Record Public Comment	2		2	2			
	7.5	Respond to Comments			2	6			

Route IL Route 31
 Local Agency Village of North Aurora
 Section
 Project
 Job No.
 Existing Structt

Description			Principal	Engineer V	Engineer IV	Engineer II	Technician V	Sub-Consultant Costs	In House Direct Costs
SUB-TOTAL			32.0	2.0	8.0	22.0		\$ -	\$ 1,068.60
PERCENT				6%	25%	69%			
8	Agency and Stakeholder Coordination								
	8.1	IDOT Kickoff Meeting	2		2	6	4		
	8.2	FHWA Coordination Meeting			3	4			
	8.3	Additional IDOT Coordination			4	6			
SUB-TOTAL			31.0	2.0	9.0	16.0	4.0	\$ -	\$ -
PERCENT				6%	29%	52%	13%		
9	Project Administration & Management								
	9.1	Project Setup			2				
	9.2	Task Management			2				
	9.3	Progress Reports		3	3				
	9.4	Project Schedule		3	3				
SUB-TOTAL			16.0	6.0	10.0			\$ -	\$ -
PERCENT				38%	63%				
10	Plan/Specifications Development and Permit Submittal								
	10.1	Final Engineering Plans	1		6	44			
	10.2	Project Specifications	1		6	24			
SUB-TOTAL			82.0	2.0	12.0	68.0		\$ -	\$ -
PERCENT				2%	15%	83%			
11	Engineering Estimates								
	11.1	Quantity Calculations		1	4	12	5		
	11.2	Estimate of Cost		1	4	12			
SUB-TOTAL			39.0	2.0	8.0	24.0	5.0	\$ -	\$ -
PERCENT				5%	21%	62%	13%		
12	QC/QA								
	12.1	Review Plans		1	3				
	12.2	Review Specifications		1	4				
SUB-TOTAL			9.0	2.0	7.0			\$ -	\$ -
PERCENT				22%	78%				
TOTALS			611.0	6.0	10.0	136.0	446.0	\$ 3,155.00	\$ 1,068.60
PERCENT				1%	2%	22%	73%	2%	

Route IL Route 31
 Local Agency Village of North Aurora
 Section 0
 Project 0
 Job No. 0

Village of North Aurora IL Route 31 Road Diet
Village of North Aurora
Phase I / Phase II Engineering

Development of Project Hourly Rates (IDOT Method)

Item	Year 1 (Current Year)	Year 2 Projected	Year 3 Projected	Year 4 Projected	Year 5 Projected	Year 6 Projected
Average Hourly Rate as a Percent of Current Year Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	7	11	0	0	0	0
% of Project Duration	38.89%	61.11%	0.00%	0.00%	0.00%	0.00%
Extension	0.389	0.629	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0183

Project Duration: months

Allowed Percentage Escalation 1.030

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.

EMPLOYMENT AGREEMENT

This Agreement is entered into effective as of the 1st day of June, 2025, by and between the Village of North Aurora, State of Illinois, a municipal corporation, (hereinafter either “Employer” “Village” or “Village Board”), and Steven Bosco, (hereinafter “Employee”), both of who understand as follows:

WHEREAS, it is the desire of the parties, by this Agreement, to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES

Employer hereby employs Employee as Village Administrator of the Village of North Aurora to perform functions and duties specified in the North Aurora Municipal Code Article II Chapter 2.12, and to perform other legally permissible and proper duties and functions as the Village Board shall from time to time assigns.

SECTION 2: TERM

Employee agrees to remain in the exclusive employ of Employer from June 1, 2025, through May 31, 2026 (“Term of Employment”), and neither to accept other employment nor to become employed by any other employer until said termination date, unless this Agreement is terminated as hereinafter provided or as specifically authorized by the Village Board. The term of this Agreement shall automatically renew from year to year unless otherwise terminated.

SECTION 3: SUSPENSION

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement by a vote of the majority of the Village Board.

SECTION 4: TERMINATION AND SEVERANCE PAY

- A. The Village may terminate the employment of Employee without cause by directing sixty (60) days’ written notice of termination to the Employee by regular and certified or registered mail or hand delivery. Upon notice, Employee may continue to work during the sixty (60) day period after receiving written notice of termination. In the event Employee is terminated by the Board without cause and if Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to twenty (20) weeks’ aggregate salary (“Severance Sum”) and six (6) months of paid health insurance. The Severance Sum shall be due and payable to Employee upon completion of the sixty (60) day notice period or the Employee’s last day of work if prior to the end of the

sixty (60) day notice period. Employee shall also be compensated for all accrued benefits to which he is entitled.

- B. In the event the Employee resigns or is terminated for cause, as defined in the current Village HR Manual in effect at the time, including for conviction of a felony, illegal act or self-dealing at the expense of the Village, then Employer shall have no obligation to pay the Severance Sum or provide any insurance other than what is required for COBRA.
- C. In the event Employer at any time during the term of this Agreement reduces the salary of Employee, except in conjunction with an across-the-board reduction for all employees of Employer, then, in that event, Employee may, at his option, deem himself to be “terminated” by giving a sixty (60) day notice in writing within thirty (30) days of the decision to reduce his salary. The Employer may waive the notice period at its discretion.

SECTION 5: RESIGNATION

In the event Employee voluntarily resigns his position with Employer before expiration of the Term of Employment, then Employee shall give Employer sixty (60) days written notice directed to the Village President in advance. The Employer may waive the notice period at its discretion.

SECTION 6: DISABILITY

Disability shall be handled consistent with the Village HR Manual provisions in place for department heads.

SECTION 7: SALARY

Effective June 1, 2025, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$215,000 plus 1.5% each year this Agreement is renewed. If the non-union employees in the Village receive a cost-of-living adjustment that is less than 1.5% in any year, the salary increase will be the same percentage for the Employee as that approved in the budget for non-union employees. Employee shall be eligible for additional compensation thereafter in the form of a bonus based on performance as determined by the Village Board. The bonus amount shall be determined according to the collective evaluation of the Village Board up to \$5,000.

Annual salary shall be payable in installments at the same time as the other management employees of the Employer are paid. Any service for a portion of a year shall be paid pro rata.

SECTION 8: PERFORMANCE EVALUATION

- A. The Village Board shall review and evaluate the performance of the employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed by the Village Board. Said criteria may be added to or deleted from as the Village Board may from time to time determine in consultation with the Employee.

- B. Annually, the Village Board and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Village and in the attainment of the Village Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 9: HOURS OF WORK

Employee agrees to devote his full-time efforts to this position and its responsibilities. Employee shall devote whatever time is necessary to fulfill his responsibilities as set forth in the Village Municipal Code Article II Chapter 2.12. The parties intend to create a salaried position, and the Employee's compensation is for the total services rendered and not for any specific number of hours. The Village President may award "comp time off", as provided in the Village HR Manual in effect at the time.

SECTION 10: OUTSIDE ACTIVITIES

Employee shall devote his primary efforts to the performance of his work for the Village. Employee shall not engage in any outside employment that will diminish his best efforts for and duties to the Village; nor shall Employee engage in outside employment that will create a conflict between the private interests of the Employee or outside employer and the Employee's official responsibility for the Village. Employee shall otherwise only engage in outside activities in compliance with the provisions of the Village HR Manual in effect at the time. Notice of such activities shall be given to the Village President.

SECTION 11: RESIDENCY

Employer shall agree not to require the Employee to have residence in the Village of North Aurora, Illinois.

SECTION 12: VACATION AND SICK LEAVE

- A. Employee shall accrue, and have credited to his personal account, four (4) weeks' vacation leave annually. Employee shall be entitled to payment for all accrued, but unused, vacation leave upon his leaving employment with the Employer. Consistent with the HR Manual for all employees in the Village, temporary accumulation of vacation leave greater than the Maximum Accrual as defined in the HR Manual may be approved by the Village President at his discretion based on the operational needs of the Village, provided that additional accrual may not exceed one (1) additional week of vacation leave greater than the Maximum Accrual and the temporary accumulation of vacation leave greater than the Maximum Accrual must be used within a twelve (12) month period after approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.
- B. During the term of this Agreement, Employee shall accrue, and have credited to his personal account, sick leave at the same rate as other department heads of Employer as provided in the

Village HR Manual in effect at the time. Employee shall be entitled to payment for all accrued, but unused, sick leave upon termination.

SECTION 13: HEALTH AND LIFE INSURANCE

The Village agrees to provide health insurance benefits for the Employee and his dependents in the same manner as is provided from time to time to other Village department heads as provided in the Village HR Manual in effect at the time.

SECTION 14: RETIREMENT

Employer agrees to make all Employer required payments, on behalf of Employee, related to the Illinois Municipal Retirement Fund (IMRF).

SECTION 15: DUES AND SUBSCRIPTIONS

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), Illinois Municipal League (IML) and any other professional organizations, necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer as approved by the Village Board.

SECTION 16: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for a reasonable number of professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, ILCMA Conferences, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member up to a maximum of nine (9) days or seventy two (72) hours a year . Attendance, beyond the meetings specified above, shall be subject to prior Village Board approval.
- B. The Village recognizes that certain job-related expenses are incurred by the Employee and agrees to pay or reimburse such reasonable and necessary expenses as approved by the Village Board.

SECTION 17: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Administrator, except that the Village shall not be liable to defend, save harmless, and indemnify the Employee against any willful or wanton

misconduct. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 18: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 10: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Village Board, in consultation with the Employee, may establish such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village, Illinois charter or any other law.
- B. All provisions of the Village, Illinois charter and code, and regulations and rules of the Employer relating to vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee, except as herein provided.
- C. Employee shall be entitled to receive the same personal and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment, except as provided herein.

SECTION 20: NOTICES

Notices pursuant to this Agreement unless specified otherwise herein, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Village President
25 E. State St.
North Aurora, IL 60542

(2) EMPLOYEE: Steven Bosco

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21: GENERAL PROVISIONS

- A. The text herein constitutes the entire Agreement between the parties, and this text shall not be altered by any prior oral or written understanding.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing June 1, 2025, and hereby supersedes and replaces all prior employment Agreements and understandings between the parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Except as specifically modified herein, all provisions of the Village of North Aurora HR Manual and all other employee regulations shall apply to the Employment of Employee herein.
- F. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of North Aurora, Illinois has caused this Agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Mark Gaffino, President
Village of North Aurora, IL

ATTEST:

Holly O'Brien, Village Clerk

Steve Bosco, individually