



AGENDA
NORTH AURORA VILLAGE BOARD MEETING
MONDAY, OCTOBER 3, 2016 – 7:00 p.m.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.

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

ROLL CALL

PRESENTATION

1. Britta McKenna – Illinois Math and Science Academy (IMSA)

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Approval of Village Board Minutes dated 09/19/2016
2. Approval of a Special Events Permit Application from the North Aurora Fire District for their Annual Turkey Raffle to be held on November 18-19, 2016

NEW BUSINESS

1. Approval of an Ordinance Amending Chapter 15.48 (Signs) of Title 15 of the North Aurora Code by Adding Section 15.45.115 creating the Auto Mall Special Sign District
2. Approval of a Resolution Approving Route 31 T.I.F. Façade Grant Funding for 111 S. Lincolnway, North Aurora
3. Approval of a Contractual Agreement between Village of North Aurora and Hexagon Safety and Infrastructure for Computer Aided Dispatch (CAD), Field Based Reporting (FBR), and Records Management (RMS)
4. Approval of a Bid from Precision Pavement Markings Inc. in the Amount of \$9,009.40 for the 2016 MFT Pavement Striping Project
5. Approval of a Bill List dated October 3, 2016 in the Amount of \$801,218.94

OLD BUSINESS

VILLAGE PRESIDENT'S REPORT

COMMITTEE REPORTS

TRUSTEES' COMMENTS

ADMINISTRATOR'S REPORT

ATTORNEY'S REPORT

FIRE DISTRICT REPORT

VILLAGE DEPARTMENT REPORTS

1. Finance
2. Community Development
3. Police
4. Public Works
5. Water

ADJOURN

Initials:

A handwritten signature in blue ink, appearing to be 'S.B.', written over a horizontal line.

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 19, 2016**

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Mark Guethle, Trustee Mark Gaffino, Trustee Chris Faber, Trustee Mike Lowery, Trustee Laura Curtis and Village Clerk Lori Murray. **Not in attendance:** Trustee Mark Carroll.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Attorney Roman Seckel, Water Superintendent Paul Young, Public Works Superintendent Mike Glock, Fire Marshall Eric Bunkofske, Engineer Jim Bibby of Rempe-Sharpe.

PUBLIC HEARING

1. Reconstruction of Airport Road, Alder Drive and Ice Cream Drive

Mayor Berman opened the public hearing for the Reconstruction of Airport Road, Alder Drive and Ice Cream Drive. Those who planned to speak came forward to address the Village Board.

Dave Hassler of Oberweis Drive, 951 Ice Cream Drive, North Aurora, IL – Mr. Hassler asked why the direction of the one-way traffic during construction was focused on westbound rather than eastbound traffic coming off of Randall Road as a one-way during this time.

Jim Bibby of Rempe-Sharpe stated that the detour was reviewed by Staff at IDOT District 1. The project is 75% federally funded and the state established the detour route early on. The detour takes traffic to Oak Street and around for eastbound traffic. Westbound traffic will always be allowed to flow through the project. As to how IDOT determined that westbound would be the best allowable direction in this case, it was not a clear cut choice, but was determined that it would flow more positively and would allow to do the removal on the southerly half of the street. The state approved it as a one-way westbound for approximately 8 weeks. Four weeks for the first lane construction up to binder course level followed by the other half. The entire construction sequence will be from May through November. Late January 2017 will be the letting at the state. Mid-May would be start of construction. The disruption cycle would take place in the months of June and July with a lot of the restoration effort being in mid-June to mid-August. Bibby said the 8-week disruption is for Airport Road and not Ice Cream Drive. Ice Cream Drive will not be shut down to a one-way. Airport Road and Alder would be one-way. Public Works Superintendent Mike Glock said that the Village would be having a meeting with the business owners before construction begins in order to review all of the details of the road construction.

Lynn Head, Director of Transportation, School District 129 – Ms. Head asked if they would be able to have both entrances open during construction on Alder. Bibby said that both entrances will remain open. Alder will be one-way going northbound. The detour is west to north to west.

Shelley Henderson, Abelei Flavors, North Aurora, IL – Ms. Henderson requested an explanation of exactly what would be happening for the construction. Bibby said that in reference to the structural cross-section and integrity of the pavement, what will be reconstructed is a much more substantial pavement than what is there presently, probably a plus 50% in terms of structural number, thickness and total strength. It is the depth that forces the village to the 50% shut down and detour since the roads are being taken down to the base layers. By acquiring several pieces of additional right of way we will be able to greatly enhance the turning movements for passenger vehicles and trucks. The internal radius will be made much softer for trucks to make the turn. Going North up Alder, that section of street will be widened 6 feet to the west with a painted median to separate the traffic and to allow a free-flowing truck traffic through the businesses. There will be a complete reconstruct of Ice Cream Drive going west. We have acquired the full right of way for Ice Cream Drive which was less than standard prior to this project. All of the pavement will be greatly enhanced. The lifecycle is a 25-year life cycle and this pavement will hopefully not have to be touched for another 30 years. Federal Funds were awarded to the Village of North Aurora through the Kane/Kendall Council of Mayors.

There were no further audience comments. Mayor Berman then closed the public hearing.

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

CONSENT AGENDA

- 1. Village Board Minutes dated 08/1/2016; Village Board Minutes dated 08/15/2016 and Committee of the Whole Minutes dated 8/15/2016**
- 2. Interim Bill Listing dated 8/16/2016 in the Amount of \$600.00**
- 3. Interim Bill Listing dated 8/31/2016 in the Amount of \$357,882.75**
- 4. Ordinance Amending Title 5 Decreasing the Number of Class E Liquor Licenses (BP North Aurora)**
- 5. Amendment No. 1 to the Software License and Support Agreement between the Village and N. Harris Computer Corporation for the CityView Community Development software**

Motion for approval made by Trustee Gaffino and seconded by Trustee Guethle. **Roll Call**

Vote: Trustee Gaffino – yes, Trustee Guethle – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

NEW BUSINESS

1. Approval of a Resolution of Support and Financial Commitment For FY-17 STP Reconstruction of Airport Road, Alder Drive and Ice Cream Drive Corridor (FAU Route 1649)

Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. **Roll Call**

Vote: Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

2. Approval of an Ordinance Amending Title 10.20.30 Banning Parking on Elleby Court in the Village of North Aurora

The issue was brought before the board due to a concern regarding emergency vehicles not being able to get to the cul-de-sac due to vehicles parked in the cul-de-sac as well as the median which sits in the center of the cul-de-sac. The Board questioned how the cul-de-sac was approved in the first place when the development was built. Trustee Gaffino suggested reducing the size of the median in order to allow more room for emergency vehicles. Trustee Curtis asked if there is any funding the Village could get from the developer to reduce the size of the median. Trustee Faber said that the Village could not pull the letter of credit if it was already approved.

Greg Sutton, President of the Home Owners Association, 454 Lake Run Court, North Aurora, IL – Mr. Sutton said that all of the lots have been sold and the developer has left and not aware of a letter of credit. There is another developer that owns the remaining lots. The HOA has had two complaints from homeowners that live in that area concerned about emergency vehicles not being able to get through the area. It is very tight and there is very limited ability to park since the driveway configurations do not allow for additional parking. With safety in mind, the HOA requested that the parking be eliminated in the curvature area of the cul-de-sac where the island is located.

Brian Stumm, 3056 Elleby Court, North Aurora, IL – Mr. Stumm asked that the Board not make a decision to eliminate parking until there is enough research done regarding a solution. Stumm said he has lived there for 9 years and this issue has never come up before. Stumm was also questioned why this issue regarding the cul-de-sac and room enough for emergency vehicles was not discovered previously.

Village Administrator Steve Bosco said he could go back to when the subdivision was approved and look at the site plan and review minutes. The village can look at the infrastructure that is in place and determine how realistic it would be to move it.

Jim Bibby said that the 360 turn that the wheel-base truck was attempting is extremely difficult to impossible as soon as several cars are parked a foot away from the curb, island or no island. The cul-de-sac design is based upon the outer wheel of the vehicle being able to run along the curb face all the way around. And then only has a foot-and-a-half of leeway to make that turn. Bibby said he could provide some auto-turn exhibits which will show how the truck would make the turn. Research will show that if that one worse spot is removed, the truck could make the turn without a problem. It would take away one parking spot. Bosco said that he would work with engineering, talk to police and fire and go from there. Bosco said he would bring the issue

back to a Committee of the Whole meeting and will email the HOA to let them know when it will be discussed further.

Motion made by Trustee Gaffino and seconded by Trustee Guethle to table the item. **Roll Call Vote:** Trustee Gaffino – yes, Trustee Guethle – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

3. Approval of a Proposal from Rempe-Sharpe and Associates for Engineering for the Water Capital Improvements including: Well #8, Well #9, and Storage Tower.

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

4. Approval of a Proposal from Teska Associates for the Redesign of Riverfront Park in the Amount not to exceed \$14,500.00

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

5. Approval of a Proposal from Encap Inc. for the 2016 Remington Landing Pond Improvements in the Amount of \$15,876.00

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

6. Approval of a Bid from Site Recovery Services, Inc. in the Amount of \$47,290.00 for the Demolition of all Site Improvements and Removal of Underground Storage Tanks at 24 S. Lincolnway.

The low bidder said they could not fulfill the obligations under the bid spec given their price. Staff then moved onto the next lowest bid. Motion made by Trustee Guethle and seconded by Trustee Gaffino to reject the low bid and accept the second lowest bid by Fox Valley Excavating, Inc. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

7. Approval of a Bid from National Power Rodding Corp., in the Amount of \$141,228.00 for the 2016 Sanitary Sewer Televising Project

Motion to approve made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

8. Approval to Reject the Low Bidder and Accept the lowest Responsible Bid from Front Range Environmental, LLC in the Amount of \$68,680.00 for the 2016 Sanitary Manhole Sealing Project

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

9. Approval of a Bid from Tri-County Excavation and Construction in the Amount of \$28,235.40 for the IDOT Spillway Wing Wall Repair

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **Roll Call**

Vote: Trustee Lowery – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Guethle – yes, Trustee Curtis – yes. **Motion approved (5-0).**

10. Approval of Pay Request No. 8, Final in the Amount of \$10,000.00 to Site Recovery Services for the North Aurora Activity Center Demolition

Motion for approval made by Trustee Curtis and seconded by Trustee Lowery. **Roll Call Vote:**

Trustee Curtis – yes, Trustee Lowery – yes, Trustee Faber – yes, Trustee Gaffino – yes, Trustee Guethle – yes. **Motion approved (5-0).**

11. Approval of Pay Request No. 3, Partial in the Amount of \$250,137.63 to Geneva Construction Inc. for the 2016 Street Improvements Program

Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. **Roll Call**

Vote: Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

12. Approval of a Bill List dated September 19, 2016 FY16 in the Amount of \$894,655.01

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:**

Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

OLD BUSINESS – None

VILLAGE PRESIDENT’S REPORT

Mayor Berman thanked Staff and the Village Board for participating in Friday’s Strategic Plan session.

COMMITTEE REPORTS - None

TRUSTEES’ COMMENTS

Trustee Faber mentioned that the guardrail over the bridge needs to be addressed so that it is up to code. Bosco said that redesigning of the bridge area will be discussed during a meeting with Teska.

ADMINISTRATOR’S REPORT - None

ATTORNEY’S REPORT - None

FIRE DISTRICT REPORT - None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – 1. Special Census was completed last week. Will be close to an additional 500 in population. 2. The Village's General Fund finished in the black last year. 3. Working on recruitment for the vacant utility position.

2. **Community Development** – None

3. **Police** - None

4. **Public Works** - None

5. **Water** – Jeremy Barkei handed in his resignation. He will be taking the position of Water and Sewer Superintendent for the City of Batavia.

ADJOURNMENT

Motion to adjourn made by Trustee Guethle and seconded by Trustee Curtis. All in favor.

Motion approved.

Respectfully Submitted,

Lori J. Murray
Village Clerk

PUBLIC HEARING SIGN-UP SHEET
VILLAGE OF NORTH AURORA VILLAGE BOARD MEETING
SEPTEMBER 19, 2016

<u>NAME</u>	<u>ADDRESS</u>	<u>SUBJECT MATTER</u>
Shelly Henderson	shenderson@abelei.com	Airport Road
Karen Criss	kcriss@abelei.com	Airport Road
Marcia Arb	marb@abelei.com	Airport Road
Greg Sutton	454 Lake Run Court, North Aurora gsutton@tecsinc.com	Elleby Court
John Dahlquist	440 Lake Run Court, North Aurora	Elleby Court
Sue Laurich	2824 Randall Ridge Drive, Elgin Slaurich1@gmail.com	Airport Road
Julia Corcoran	44 Nicolette Avenue, Schaumburg	Airport Road
Dave Hassler	951 Ice Cream Drive, North Aurora Dave.hassler@oberweis.com	Airport Road/Ice Cream Drive
Brian Stumm	3056 Elleby Court, North Aurora	Elleby Court

VILLAGE OF NORTH AURORA
SPECIAL EVENT PERMIT APPLICATION

SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED ONE WEEK PRIOR TO THE NEXT SCHEDULED VILLAGE BOARD MEETING TO THE ATTENTION OF THE VILLAGE ADMINISTRATOR

Please note: Block Parties require a separate Block Party Permit be obtained through the North Aurora Police Department. Parades or carnivals require a separate permit be obtained through the Village Administrator's office

Application Date: 9/26/2016

Name of Event: North Aurora Firefighters Annual Turkey Raffle

Type of Event: ☐ Festival ☐ Grand Opening ☐ Backyard Party ☒ Other

Location of Event: 22 N. Monroe Street N. Aurora, IL 60542

Date(s) of Event: 11/18 + 11/19/2016 Hours of Event: 6pm to 12am

Event / Organization Website (if applicable): _____

Purpose of the event: Fundraiser for Public Education / Fire Safety

Name of sponsoring organization (if applicable): _____
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☒ No ☐

Contact person: Ryan Lambert, Fire Chief

Contact person address: 2 N. Monroe Street

City: North Aurora State: IL Zip: 60542

Home Phone: 630-897-9698 Cell Phone: _____ E-mail: rlambert@NAFD.ORG

Organization address: 2 N. Monroe Street

City: North Aurora State: IL Zip: 60542 Phone: 630-897-9698

Will you be using speakers and/or sound equipment at your event? ☒ YES ☐ NO

If yes, you must adhere to the Village of North Aurora Noise Ordinance (the North Aurora Noise Ordinance, Title 8, Chapter 8.2 of the Municipal Code is available on-line at www.vil.north-aurora.il.us)

Will alcohol be sold at your event? ☒ YES ☐ NO

If yes, you must submit a completed Special Event Liquor License Application prior to the event for approval. Please contact the Village Administrator for details on obtaining a Special Events Liquor License.

VILLAGE OF NORTH AURORA
SPECIAL EVENT PERMIT APPLICATION

Will you serve food at your event? ☒ YES ☐ NO

If yes, Kane County Health Dept. requirements must be met. Kane County Health Dept. 1240 N Highland Ave, Aurora, IL 60506 - (630) 208-3801 www.kanehealth.com

Does your event include the use of a tent over 10 ft. x 10 ft.? ☒ YES ☐ NO

If yes, approval from the North Aurora Fire Protection District may be required for non-residential events North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <http://www.nafid.org>

Will there be inflatable devices at the event? ☐ YES ☒ NO

If yes, approval from the North Aurora Fire Protection District may be required for non-residential events North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <http://www.nafid.org>

Upon submitting a completed and signed application along with all required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved. **Please do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.

Submit All COMPLETED Applications to:

**Village of North Aurora
Attn: Steve Bosco, Village Administrator
25 E. State St.
North Aurora, IL 60542
Phone: (630) 897-8228, ext. 233
Fax: (630) 897-8258
sbosco@vil.north-aurora.il.us**

The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.

Dated this 26th day of September, 2016



Signature of Organizer / Applicant

VILLAGE OF NORTH AURORA
SPECIAL EVENT PERMIT APPLICATION

HOLD HARMLESS RELEASE

The Village of North Aurora is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions, ordinances, village codes and requirements.

The applicant agrees that it will indemnify, hold harmless and defend the Village of North Aurora, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney fees, arising from or in any way related to the organizer's event.

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the Village of North Aurora of any changes in the application at least 10 days prior to the event. I agree to the terms and conditions listed above.

Ryan Lambert
Name of Organizer / Applicant (please print)


Signature of Organizer / Applicant

9/29/2016
Date



**APPLICATION FOR RESTRICTED
TEMPORARY SPECIAL EVENTS LIQUOR PERMIT**

Application Date: 9/26/2016 Special Event Liquor License Class _____

Name of Organization requesting a Temporary Special Events Liquor Permit:

North Aurora Firefighters Association

Date(s) of Event 11/18/2016 - 11/19/2016 Non-for-profit: Yes X No _____

Name of Applicant / Contact Person: Ryan Lambert

Applicant Address: 2 N. Monroe Street N. Aurora, IL 60542

Applicant Phone: 630-897-9698 Cell Phone: _____ Email: rlambert@NAFD.ORG

Description of Event: Firefighters Annual Turkey Raffle

Address / Location where Liquor will be served and consumed in conjunction with this event:

22 N. Monroe Street North Aurora, IL 60542

Hours Liquor will be distributed 6:00 p.m. to 12:00 a.m.

(Hours limited to Sunday through Thursday - 10:00 a.m. to 11:00 p.m. and Friday and Saturday 10:00 a.m. to 12:00 a.m. midnight)

No person may serve alcoholic liquor pursuant to a special events liquor licensee unless at least one person is present at all times who has been through training approved by the State of Illinois as provided in Section 5.08.365 of the village code, within the last thirty six (36) months. The applicant or designated person has attended and been certified by a BASSET, TAMS or TIPS program licensed by the State of Illinois Liquor Commission within the last 36 months: Yes X No _____

Applicant must provide a Certificate of Insurance as evidence of liability and dram shop insurance coverage for both the licensee and the owner of the premises where the alcoholic liquor is to be sold. Insurance coverage in the amount of \$1,000,000 is required.

The Person having executed this application being first Duly Sworn on Oath, states that the information set forth herein is true and correct and that they will abide by all Village ordinances.

Ryan Lambert

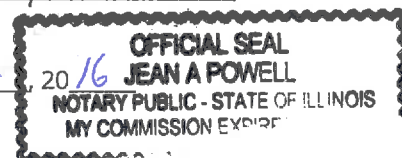
Signature of Applicant

9/26/2016
Date

Subscribed and sworn to before me this 26th day of September

Jean A Powell

Notary Public



Approval of this application and issuance of this temporary liquor permit are contingent upon applicant's compliance of North Aurora Municipal Code Chapter 5.08 and all supplemental ordinances pertaining to liquor in the Village of North Aurora.

Temporary Liquor Permit Approved _____ Date Approved _____



CERTIFICATE OF LIABILITY INSURANCE

NORTH08

OP ID: MB

DATE (MM/DD/YYYY)

09/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Corkill Insurance Agency, Inc.
25 Northwest Pt Blvd Ste 625
Elk Grove Village, IL 60007
Mitch Backes

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 847-758-1000 FAX (A/C, No): 847-758-1200
E-MAIL: certs@corkillinsurance.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Selective Insurance Group

INSURER B : Illinois Public Risk Fund

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED North Aurora Fire Protection
District
2 N Monroe Street
North Aurora, IL 60542

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Management Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S 2109121	01/05/2016	01/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Mngmt Lia \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		S 2109121	01/05/2016	01/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		S 2109121	01/05/2016	01/05/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	577	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	Liquor Liability		S 2109121	01/05/2016	01/05/2017	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With respect to Turkey Raffle event held at 22 N. Monroe St. on November 18 & 19.

CERTIFICATE HOLDER

CANCELLATION

ILLIQUO

State of Illinois Liquor
Control Commission
101 West Jefferson Ste 3-525
Springfield, IL 62702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE: NORTH AURORA AUTO MALL SPECIAL SIGN DISTRICT
(PETITION #16-07)
AGENDA: 10/3/2016 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance amending Chapter 15.48 (signs) of Title 15 of the North Aurora Code by adding Section 15.48.115 creating the Auto Mall Special Sign District

BACKGROUND

In an effort to expand economic development activities, including marketing and promoting of North Aurora, a goal of the 2015-2016 Strategic Plan is to review the Zoning and Sign Ordinances when appropriate.

The Sign Ordinance contains a special sign district for Route 31, essentially, between Oak Street and Sullivan Road. The Sign Ordinance also offers certain business operations found to be unique with respect to their sign requirements to have extra signs. Those business types include gasoline stations, movie and live entertainment theaters and unified business centers.

Over time staff has been working with the various owners at the North Aurora Auto Mall with regards to their signage plans. In doing so, staff found that the signage demands for the auto dealers to be above and beyond that of standard commercial retail businesses due to corporate branding requirements, franchise naming requirements and operational wayfinding signage demands.

The North Aurora Auto Mall, geographically defined as, all private, commercial parcels along Hansen Boulevard located south of Orchard Gateway and east of Orchard Road is isolated from all surrounding properties. Further, there are no, or will be no, residential properties anywhere within the surrounding area. As such, staff believes the North Aurora Auto Mall should have special consideration for their signage needs.

9/6/16 PUBLIC HEARING

A public hearing was held on this item before the Plan Commission on September 6, 2016. The Plan Commission was supportive of the idea of creating a special sign district for the North Aurora Auto Mall. A representative of the Gerald Auto Group, Jeff Gerald, addressed the Plan Commission on the need for specific signage regulations for auto dealerships. The Plan Commission recommended approval of Petition #16-07 with the condition that the signage provisions, not specially addressed in the special sign district language, still apply (landscaping provisions, wall sign height, etc.). The added language is shown in red on the proposed amendments.

9/21/16 DEVELOPMENT COMMITTEE MEETING

The Development Committee discussed this item on September 21, 2016. The Development Committee was supportive of the proposed text amendments and only questioned the potential for large freestanding signs that could be oriented towards I-88. Staff explained that freestanding signs would be limited to twenty (20) feet in height on Orchard Road and ten (10) within the remainder of the auto mall. Any height above that would require a variance.

Attachments:

1. Ordinance amending Chapter 15.48 (signs) of Title 15 of the North Aurora Code by adding Section 15.48.115 creating the Auto Mall Special Sign District

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 15.48 (SIGNS) OF TITLE 15
OF THE NORTH AURORA CODE BY ADDING SECTION 15.48.115 CREATING THE
AUTO MALL SPECIAL SIGN DISTRICT**

WHEREAS, the North Aurora Auto Mall is a unique area of the Village having unique characteristics and unique needs; and

WHEREAS, The President and Trustees of the Village have determined it is in the best interests of the Village to amend the Sign Ordinance to create the Auto Mall Special Sign District.

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

SECTION 1 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.

SECTION 2 Title 15, Chapter 15.48 is hereby amended by adding Section 15.48.115 as follows:

15.48.115 – North Aurora Auto Mall Special Sign District

- A. Boundaries. The North Aurora Auto Mall Special Sign District consists of all private, commercial parcels along Hansen Boulevard located south of Orchard Gateway and east of Orchard Road.
- B. Intent. The North Aurora Auto Mall Special Sign District is intended to enhance the visibility and promote the economic vitality of the North Aurora Auto Mall by allowing flexibility in design to accommodate the auto manufacturer's signage requirements, franchise branding and directional labeling.
- C. Regulations and Standards. In addition to the existing signage regulations, the following standards shall govern all signs within the North Aurora Auto Mall Special Sign District. If conflict exists between the special sign district regulations and the general signage regulations, the North Aurora Auto Mall Special Sign District regulations will govern.
- D. Permitted Signs. The following signs shall be permitted in the North Aurora Auto Mall Special Sign District:
 - 1. Signs permitted in Sections 15.48.070, 15.48.080 and 15.48.170.
 - 2. Freestanding Signs.

VILLAGE OF NORTH AURORA

- a. Number. There shall be a limit of two (2) freestanding signs per lot, except that corner lots may have up to three (3) freestanding signs per lot.
 - b. Height. No freestanding sign shall exceed ten (10) feet in height along Orchard Gateway Boulevard and Hansen Boulevard. No freestanding sign shall exceed twenty (20) feet in height along Orchard Road.
 - c. Surface Area. The total surface area of a ground sign shall not exceed a ratio of one square foot of sign area for every one lineal foot of adjacent lot frontage.
 - d. Overhang. No freestanding sign may overhang any part of a structure, parking or loading space, driveway or maneuvering aisle.
3. Wall-Mounted Signs.
- a. Location. Wall signs may be erected upon the wall of any building façade.
 - b. The total surface area of wall signs allowed on each building façade shall not exceed three hundred (300) square feet.
4. Illumination. All signage illumination shall be governed in accordance with Section 15.48.160 of this chapter.

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

SECTION 4 This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2016, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2016, A.D.

VILLAGE OF NORTH AURORA

Mark Carroll _____

Laura Curtis _____

Chris Faber _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this _____ day of _____, 2016, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 111 S. LINCOLNWAY TIF FAÇADE GRANT
AGENDA: 10/3/2016 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution approving Route 31 TIF Façade Grant Funding for the property located at 111 S. Lincolnway, North Aurora.

DISCUSSION

The property owner of 111 S. Lincolnway is requesting \$12,028 in NATIFGP funding for exterior painting, exterior lighting and parking lot improvements. After receiving at least two separate bids for each portion of the project, Extra Mile Painting Company provided the lowest bid for the painting (\$15,555), Commercial Asphalt Group provided the lowest bid for the parking lot improvements (\$3,636) and The Electric Company provided the lowest bid for the lighting improvements (\$4,865). Staff has reviewed the scope of work associated with each bid and recommends moving forward with the lowest bidder for each portion.

The Development Committee recommended in favor of the proposed NATIFGP funding on September 21, 2016.

Attachments:

1. TIF Façade Grant Application
2. Resolution approving Route 31 TIF Façade Grant Funding for the property located at 111 S. Lincolnway, North Aurora.

RECOMMENDATION

Staff recommends that the Board approve the Resolution Approving Route 31 TIF Façade Grant for the subject property in the disbursement amount of \$12,028. The disbursement shall be paid towards services rendered by the various low-bidding contractors.

RESOLUTION NO.

**RESOLUTION APPROVING ROUTE 31 TIF FAÇADE GRANT FUNDING
FOR THE PROPERTY LOCATED AT 111 S. LINCOLNWAY, NORTH AURORA**

WHEREAS, the President and the Board of Trustees established the Route 31 Tax Increment Financing District by Ordinance No. 02-08-12-03, passed on August 12, 2002, and have approved a Façade Grant Funding Program for the properties in the Route 31 TIF District;

WHEREAS, an application was filed requesting façade grant funding for the property located at 111 S. Lincolnway in the Village of North Aurora in the amount of \$12,028 for certain eligible improvements; and

WHEREAS, the improvements for which the application has been filed are TIF eligible improvements and qualify for a total of \$12,028 for reimbursement; and

WHEREAS, the President and the Board of Trustees find that granting the application would be consistent with the purposes of the Route 31 TIF District, meets the criteria for the Route 31 Façade Grant Program and is in the best interests of the Village of North Aurora.

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.

2. A façade grant in the amount of \$12,028 is hereby approved for the property at 111 S. Lincolnway, North Aurora, Illinois.

3. This Resolution shall take immediate full force and effect from and after its passage and approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2016, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2016, A.D.

Laura Curtis
Mark Gaffino
Mark Carroll

Chris Faber
Mark Guethle
Mike Lowery

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2016, A.D.

Village President

ATTEST:

Village Clerk

**VILLAGE OF NORTH AURORA
TAX INCREMENT FINANCING DISTRICT GRANT PROGRAM
Application Form**

1. Application information

Date: 6/20/16

Loan Amount Requested: \$ 910,415.25

Total Project Cost: \$ 24,056
~~20,830.50~~

Name: JB Real Estate Management

Home address: 505 N. Lake Shore Dr., Chicago, IL 60611 #3707

Email Address: joe@jb-real-estate.com

Phone: (847) 809-3733 Fax: (773) 376-8060

2. Business information (the building or establishment for which the grant is sought)

Name: 111 S. Lincolnway, North Aurora

Address: 111 S. Lincolnway, North Aurora

Email Address: joe@jb-realestate.com

Phone: 847 809 3733 Fax: 773 376 8060

Applicant is: Owner ☒ Tenant ☐ If tenant, term of lease: _____

If tenant, name & phone of owner: _____

3. Proposed use of program:

☐ Canopy/awning

☐ Signage

☐ Windows/doors

☒ Exterior lighting

☒ Painting/tuck pointing

☐ Restoration of architectural feature

☐ Landscaping

☐ Exterior ADA accessibility

☒ Other (please specify) Parking lot patching (sealing) / striping

4. Breakdown of Project:

Estimated Amount	Description of Work
A. \$ <u>15 355</u>	<u>Exterior Painting</u>
B. \$ <u>5 275 36%</u>	<u>parking lot repairs /conting</u>
C. \$ <u>4865</u>	<u>SITE LIGHTING</u>
D. \$ _____	_____
<u>= 24,056 / 2 = \$12,028</u>	

TO COMPLETE THIS APPLICATION, PLEASE ATTACH THE FOLLOWING INFORMATION TO FURTHER DESCRIBE THE PROPOSED PROJECT:

- Preliminary cost estimates (typically a copy of itemized contractor estimates/quotes).
- Site plan and elevation drawn to scale, with scale(s) noted, illustrating the proposed improvements. Proposed materials, colors, finishes and details, including signage (if any).
- Elevations of any façade proposed to be drawn to a scale of a least 1/8" = 1'; each elevation drawing should include notations of proposed materials, colors, finishes, and details. The drawing should clearly show proposed signage (if any).
- Clear and identifiable photographs, at least 5"x7" in size, of the building facades and facades of buildings on the same block. If more than one façade is proposed for renovation, photographs of each façade and buildings on the same block should be submitted.

5. Statement of Understanding:

- The applicant (undersigned) agrees to comply with the guidelines and procedures of the Village of North Aurora Tax Increment Financing District Grant Program and the conceptual design and outline specifications as agreed to by the applicant and the grantor.
- The applicant understands that the applicant must submit detail cost documentation, copies of building permits, bids contracts and invoices and contractor's final waivers of lien upon completion of the approved improvements.

Applicant's Signature*:



Date:

5-15-16

If the applicant is other than the owner, the following line must be completed:

I certify that I, the owner of the property at 111 S. Lincolnway,
do authorize the applicant to apply for a grant under the Village of North Aurora Tax
Increment Financing District Grant Program and to undertake the approved
improvements.

Lease beginning date: _____ Lease ending date: _____

Owner's signature*:  Date: 5-15-16

*By signing above, the applicant and owner agree to abide by all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout including the Illinois Prevailing Wage Act. The grantee or entity awarded funding will be required to submit certified payroll to the Village of North Aurora on a monthly basis for the work being performed under the grant and/or redevelopment agreement if said grant or redevelopment agreement funding is being used for the purchase of labor for the materials or services being rendered.

Return completed application form to:

**Michael Toth
Community and Economic Development Director
Village of North Aurora
25 East State Street
North Aurora, IL 60542**

For Office Use Only

Date application received: 2/10/16 Zoning: B-3

Minimum of two cost estimates for each work item: Yes ☒ No ☐

Ineligible improvements, if any: _____

Grant Approved Date: _____ Grant Denied Date: _____

Total estimated project cost: \$ _____ Reason: _____

Percent applied for grant: _____

Total amount of grant: \$ _____





Extra Mile Painting Company

Going the extra mile in service, craftsmanship and cleanliness

Jim Fairbanks

3108 State Route 59 - STE 124 | Naperville, IL 60564
Phone: (630) 854-0609 | E-Mail: ExtraMilePainting@att.net

Owner

No. 328

Date 6-5-16

Proposal/Contract/Invoice

How did you hear about Extra Mile Painting? Google

Proposal Submitted To

Name JOE MARTINEZ / JB

Home Phone: _____

Street 111 So. LINCOLNWAY

Cell Phone: 847-809-3733

City, State, Zip Code NO. AUDRA

Business Phone: _____

Subdivision Name: _____

E-mail/Fax: JOE @ JB - REALESTATE
COM

The following includes the cost of paint unless otherwise specified...

PAINT INCLUDED IN PRICING

POWER WASH OVERHANG FACE & BRICK SIDES
& BACK

2 COLOR SCHEME ON STUCCO FRONT - PAINTING

2 COATS USING SHERWIN WILLIAMS SUPER PAINT

SPRAYING BACK & SIDE OF BRICK

COST = 7200.00

SPRAYING RIVER SIDE WALL

COST = 5280.00

PAINTING 6 WINDOW FRAMES

COST = 1500.00

GARAGE FRAMES & DOORS

COST = 1575.00

\$ 15,555.00

Insured by: Rockford Mutual Insurance | 630-268-1600

Payment to be made as follows: 25% deposit, 25% at first day, remainder upon completion

All work guaranteed for 3 years. Two Year Touch-up guarantee applies to all local work that exceeds \$1,000. All work includes 1 coat unless otherwise specified. In signing homeowner agrees to move appliances in areas where painting will occur or release Extra Mile Painting from liabilities that may be incurred in doing so. All deposits are nonrefundable.

Respectfully submitted

Jim Fairbanks

This proposal may be withdrawn if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

You are authorized to do the work as specified.



www.qualitypaintingofil.com
josecarrillo@qualitypaintingofil.com

2811

Fully Insured

935 W. Hawthorne Lane, West Chicago, IL 60185 • (630) 405-8711 • Fax (630) 499-8541 • Cell (630) 362-9295

Name Mr. Joe Martinez JB Real Estate Management Job No. #2811
Address 111 S Lincolnway Home Phone: () _____
City North Aurora State Ill Zip _____ Work Phone: () _____
Work to be done at (address) same Cell Phone: 647 809-3733

Work To Be Performed

Substrate Type Exterior Painting
(i.e. wood siding, aluminum siding, stucco, metal front door, etc.)

Surface Preparation Required:

- | | |
|---|----------------|
| 1. Power wash with high pressure water only | Yes () No () |
| 2. Detergent & mildew remover concentrate; rinse thoroughly with high pressure washer | Yes () No () |

Prepare Remaining Paint By:

- | | |
|--|----------------|
| 1. Scrape loose edges | Yes () No () |
| 2. Feather sand rough edges (1 to 2 inches onto sound surface) | Yes () No () |
| 3. Complete removal of old coating required | Yes () No () |
| 4. Remove loose caulk; caulk cracks, knotholes, and joints on all surfaces to be painted | Yes () No () |
| 5. Spot prime bare surfaces only | Yes () No () |
| 6. Full primer coat needed? | Yes () No () |

Surfaces To Be Painted:

- | | |
|----------------------------|----------------|
| 1. Soffits & Fascia boards | Yes () No () |
| 2. Siding | Yes () No () |
| 3. Window Frames | Yes () No () |
| 4. Windows | Yes () No () |
| 5. Doors & Frames | Yes () No () |
| 6. Spindles & Railings | Yes () No () |
| 7. Garage or Outbuilding | Yes () No () |
| 8. Power Wash & Stain Deck | Yes () No () |

Other (please specify) More Information on page #2

Option #1 Front driveway
L&M Material \$3890

Carpentry and Wood Repair

Option #2: Brick Walls Right & Backside of Building
Labor & Material \$9950 dls.

Option #3: Brick Walls Left Side of Building by Trees
Labor & Material \$6700

Full primer coat () _____ 2nd Finish Coat () _____

Estimated Cost of Material \$ Included

Estimated Cost of Labor \$ \$3890 + 9950 + \$6700

Note: Actual costs may be higher or lower depending on latent damage and actual cost of material

Material To Be Furnished

Primer _____ Gallons - Alkyd Base () Latex Base ()
Finish Coat _____ Gallons - Paint () Stain ()

The price agreed upon for the work is:

Labor Total: \$ _____
Material Total: \$ Included
Total Cost: \$ \$3890 + \$9950 + \$6700

You the consumer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Submitted By: Jose Carrillo Date: 6/4/16

Note: This proposal may be withdrawn if not accepted within _____ days.

Payment Terms as follows: No payment for labor until job is completed!

Payment for material is required on the day the work is started. We will purchase all material. Any changes will be executed only with written customer approval. The payment for labor is due in full upon completion of the job. Payment should be made to Quality Painting of Illinois, Inc., after all work has been satisfactorily completed.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date: _____

111 S Lincolnway North Aurora IL

Option #1: Front driveway - One coat of paint
Any Repairs Included. - (Same color.) -

Power Washing Labor & Material \$240 - 15% = \$200 dls.

1 coat labor \$3830 - 15% = \$3250 plus paint 1lq \$440

Painting total Labor & Material \$3690

* Grand total P. Washing & Painting L&M \$3890 ✓

Option #2: Right & Back Side of building (Brick)
One coat of primer Block filler & 1 coat of paint
Included, Back overhead doors & Frames, Back door
& Frame, Window Included. -

total labor \$11,000 - 15% = \$9350 + lift machine \$600
& Material Grand total \$9950 ✓ Rental

Option #3: left Side of building (by Trees)
(BRICKS) walls. -
One coat of primer & 1 coat of paint Included.

total Labor & Material \$7900 - 15% = \$6700 L&M Included

\$20,540

PRICING

"Total Package" All Labor, Paint, Materials:

\$25,104.00

The price above is for: Retail

Store canopy, with pillar caps (includes dryvit repair),
Cinder Block (East, North and Creekside), Rear Cargo Door
frames and metal people access doors.

A 40% deposit is required before start of job



111 S Lincolnway, North Aurora 2016

©All rights reserved. Certa ProPainters.

**THANK YOU FOR THE
OPPORTUNITY TO EARN**



PROPOSAL



1748 N Aurora Road
Naperville, IL 60563
Phone: (630) 753-9507 Fax: (630) 753-9519
www.commercialasphaltgroup.com

Date: 5/25/16
Revised 8/23/16

JB Real Estate
111 S Lincolnway
Aurora, IL 60542
Phone/Fax: (847) 809-3733
Email: joe@jb-realestate.com

Jobsite: Same

Attn: Joe Martinez

We propose to furnish labor and materials to complete the items listed below:

ASPHALT PATCHING: Infra-Red Patching

Slow Heat Deteriorated Asphalt to a Depth Of Aprox. 3". Scarify The Asphalt And Add New Asphalt And Rejuvenator To Asphalt. Compact Asphalt To Standard Depth.

3 Heats	@	Lump	\$350.00	Owner or Agent's Initials
---------	---	------	----------	---------------------------

CRACKFILLING: Blow and Fill

No routing; blow and fill only. Cracks will be blown free of debris by compressed air having a minimum of 125 PSI. Cracks will be filled with hot rubberized crack sealant which shall meet federal specifications of AASHTO M 173 and ASTM D 3405. Filled cracks will be relieved of excess sealant by striking off top material to form a band of sealant which extends approximately 1"

977 Linear Feet of Crackfilling (Not Every Crack)	@	\$0.50	\$488.50	Owner or Agent's Initials
--	---	--------	----------	---------------------------

SEALING: Coal Tar Emulsion

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply two coats of coal tar emulsion which will meet Federal Specification R-P-355e and ASTM Specification E 3320-74 T. First and second coats will be fortified with 6 pounds of fine silica sand per each gallon of emulsion. Tarmax R-100 coal tar sealer admixture will be added. The Tarmax R-100 shall comply with all requirements as set forth in F.A.A. advisory circular #150/5370-10 DTQ

32,599 Square Feet of Asphalt Surface Sealing	@	\$0.072	\$2,347.13	Owner or Agent's Initials
---	---	---------	------------	---------------------------

TRAFFIC MARKING:

Restripe using paint or products which meet or exceed State of Illinois specifications.

60 Parking Stalls				
2 Handicaps (B&W)				
2 Hash Zones				
2 Arrows				
318 LF of 4" Lines	@	Lump	\$450.00	Owner or Agent's Initials

TOTAL:

Asphalt Patching (Infra-Red):	\$350.00
Crackfilling (Blow & Fill):	\$488.50
Sealcoating (two coat):	\$2,347.13
Traffic Marking:	\$450.00

Total Cost: **\$3,635.63**

RESTRICTIONS:

- 1 Any permits or special insurance requirements are the responsibility of Owner, and are not included in above pricing.
- 2 Above prices will be held through Sept 15th 2016 Due to Petroleum Increase.
- 3 Above quantities were provided by your organization and are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.
- 4 Number of trips price is based on: 1
- 5 Number of trips sealcoat price is based on: 1
- 6 Number of trips traffic marking price is based: 1
- 7 Additional trips will be charged a minimum of \$450.
- 8 Please note if asphalt depth is more than 4" change order will be issued for additional
- 9 Please note if concrete depth is more than 6" change order will be issued for additional
- 10 Not Responsible Pitch Issues After Overlay.
- 11 Not Responsible for hydronic water problems.
- 12 Not Responsible for Landscape reconstruction.
- 13 Not Responsible for work (Damage) after C.A.M. has finished job.
- 14 Not Responsible for Private Electrical Lines, Gas Lines & Water.

IMPORTANT NOTES:

ASPHALT:

Asphalt bid is a today's current liquid asphalt price. Due to liquid asphalt shortages in the construction industry, any increases to be borne by owner at time of completion and will be adjusted accordingly.

SEALCOAT:

Sealcoat bid is at today's current liquid asphalt and coal tar price. Due to unstable prices and availability of asphalt and coal tar, Commercial Asphalt Maintenance reserves the right to adjust the prices in this contract to reflect the increase in the price of coal tar and asphalt at the time work is performed.

Thank you for the opportunity to bid this project with your organization.

We require a late charge of 1.5% per month being assessed against any fees and expenses, which have not been paid within twenty (20) days of the date of the invoice. All costs associated with settling any dispute arising out of this agreement of collecting any amounts due and owing after twenty (20) days, including but not limited to attorney's fees, court costs, or associated with obtaining and enforcing lien rights are the customer's responsibility. By signing and returning a copy of this Proposal, you agree that in any such collection proceeding or dispute regarding the work or services provided hereunder.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal

Job: 111 S Lincolnway

Date of Acceptance:

Signature:

Estimator for Commercial Asphalt Maintenance: Mary Carlson



**MIDWEST
SEALCOAT, INC.**
Parking Lots & Driveways



1210 Lyon Rd
Batavia, IL 60510
P 630-406-0667
F 630-406-0668

Estimate

Date	Estimate #
8/19/2016	16-12433
www.mwsealcoat.com	

Name / Address

Joe Martinez
505 N Lakeshore Drive
Chicago, IL 60611

Job Location

111 S. Lincolnway
Batavia, IL 60510

		Project	P.O. No.	Rep
				RT
Description		Total		
Sealcoating: Air broom and Apply Sakrete Amguard S250/Gem Seal Coal Tar Emulsion Sealer Federal Spec #RP-355-E or equivalent to asphalt pavement. One coat by hand squeegee applied to approximately 32,800 sq. ft.		3,116.00		
Hot pour crack seal major cracks measuring approximately 1920 lin. ft.. Apply W.R. Meadows #164 (meets ASTM) Cracks must be ¼ " width or larger to be filled. No alligatored areas, main line crack filling only.		864.00		
Line marking following existing pattern.		269.50		
Please Note this is priced for one mobilization. if additional days are needed a \$360 charge will apply.		0.00		
Sales Tax		0.00		
		Total \$4,249.50		

If any permits are required buyer agrees to pay for and obtain all required permits. Midwest hereby warrants its workmanship for a period of 1 year from completion of this project. Midwest agrees to correct defects of workmanship if purchaser notifies Midwest in writing of such defects within the applied warranty period. Under this agreement of warranty, Midwest will not be held responsible for repairing damages due to normal wear and tear. Payment to be made upon completion of job, with a 1.5% monthly interest to be applied to any unpaid balance after 20 days. Should legal means be necessary to collect any unpaid amount the buyer agrees to pay all legal costs.

Is customer tax exempt? Yes or No
If yes, please attach exempt letter

Customer Signature _____

EXPERT ELECTRICAL SERVICE

630-892-WIRE 630-400-6787
630-717-0800 630-854-0766

Technician ALEX

DATE 2/10/2010	
JOB ADDRESS	BILL TO

FAX / OTHER

CHECK #	CASH
---------	------



Lakeshore Lighting, LLC
1204 E. Central Road
Arlington Heights, IL 60005
USA

Estimate

Date	5/25/2016
Estimate #	15263
Account #	

Name / Address
Lincoln Way Plaza Mario Weber 111 S Lincolnway North Aurora, IL 60542

Project	Terms
Lincoln Way Parking Lot	Net 15

VENDOR	Description	Rate	Qty	Total
LEOTEK	LEOTEK, EC9 SERIES, 120-277V, 4000K, TYPE 3 OPTIC, BLACK, 700mA, LESS PHOTOCONTROL RECEPTACLE	615.00	5	3,075.00T
LEOTEK	LEOTEK, EC9 SERIES, 120-277V, 4000K, TYPE 4 OPTIC, BLACK, 700mA, LESS PHOTOCONTROL RECEPTACLE	615.00	2	1,230.00T
	LAKESHORE CUSTOM TRIPLE HEAD TENON	525.00	1	525.00T
LAKESHORE	90 Degree Single Head Adapter	49.38	6	296.28T
LAKESHORE	Wall Mount Bracket	49.38	1	49.38T
INSTALL	Installation Service: Install 3 Type 1 Fixtures on existing light pole, 2 Type 1 Fixtures on other Existing Light Pole, and Install 2 Type 2 Fixtures as wall packs on south side of building	90.00	7	630.00
INSTALL	Installation Service: All materials for install, including clean up and recycling of existing fixtures.	200.00	1	200.00T
	Sales Tax	7.50%		403.17

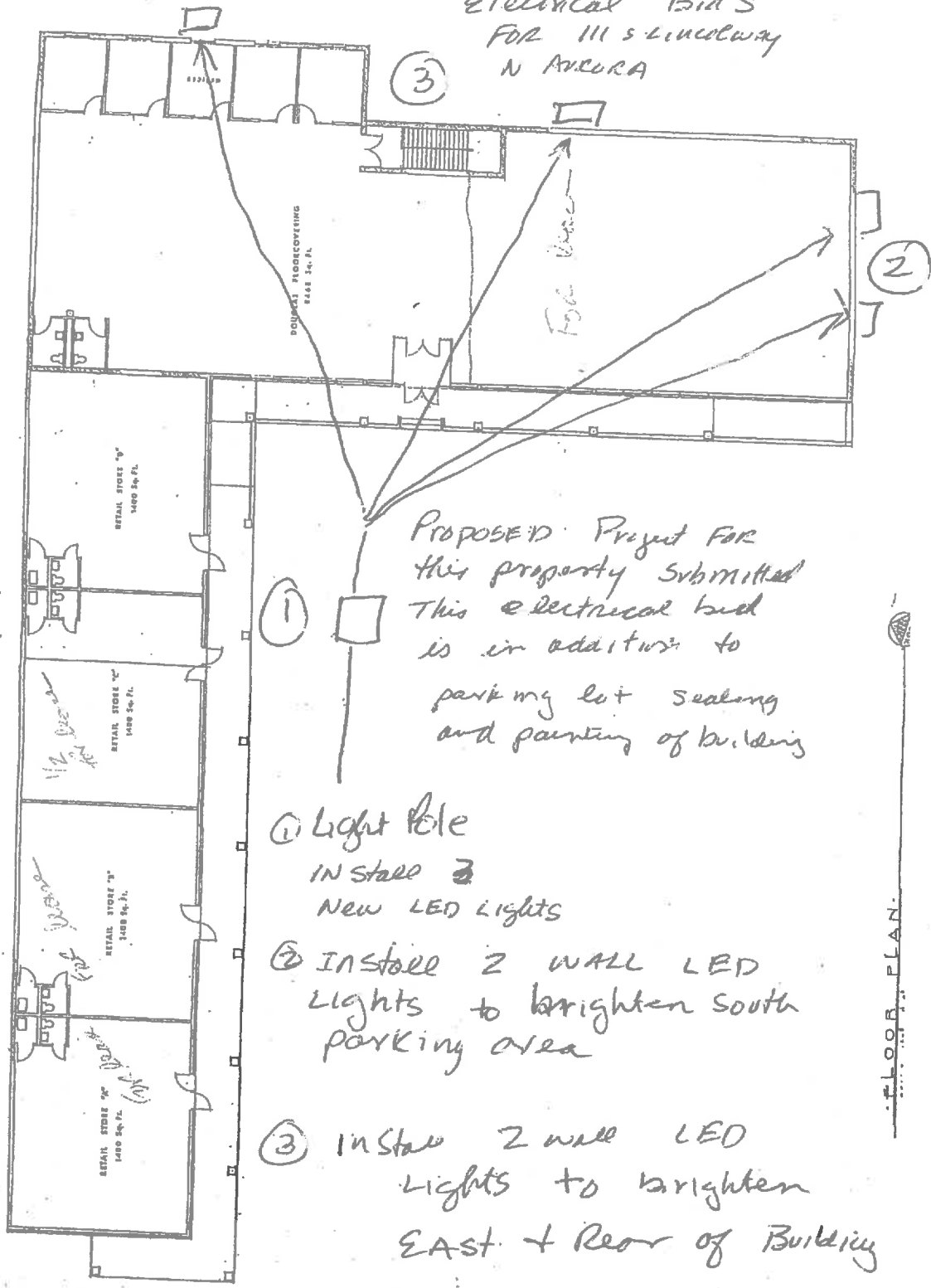
Additional Costs May be incurred for Installation - Install Price to be confirmed with contractor

Total **\$6,408.83**

Toll Free	Fax #	Web Site	Rep	Email
847-989-5843	847-387-3950	www.lakeshorelight.com	NB	nbetzold@lakeshorelight.com

River

Electrical Bids
FOR 111 S LINCOLNWAY
N AURORA



PROPOSED Project For
this property Submitted
This electrical bid
is in addition to
parking lot sealing
and painting of building

- ① Light Pole
Install 3
New LED Lights
- ② Install 2 WALL LED
Lights to brighten South
parking area
- ③ Install 2 wall LED
Lights to brighten
EAST + Rear of Building

Bid one \$4865
Bid Two \$6408.83

FLOOR PLAN



POLICE DEPARTMENT

200 South Lincolnway
North Aurora, Illinois 60542
Phone: (630) 897-8705 Fax: (630) 897-8700
www.northaurora.org

DAVID N. SUMMER
CHIEF OF POLICE

To: **Village President and Village Board of Trustees**

From: **David N. Summer, Chief of Police**

Cc: **Steven Bosco, Village Administrator**

Date: **September 28, 2016**

Subject: **Contractual Agreement between Village of North Aurora and Hexagon Safety and Infrastructure**

=====

Issue

The city of Aurora has been in the process of selecting a vendor for Computer Aided Dispatch (CAD), Field Based Reporting (FBR), and Records Management (RMS). Though they didn't have to, they invited us to participate in all the demonstrations from the various vendors. After a lengthy process, the City of Aurora opted to go with Hexagon Safety and Infrastructure.

The Village of North Aurora will need to make adjustments to our current set up of CAD, FBR, and RMS to match the changes the City of Aurora has authorized as they provided emergency (911) dispatching services for the Village of North Aurora.

Presently we have an arrangement with the Village of Montgomery for records management software and servers which have been in place for the last 10 plus years. We access their servers and software via T-1 lines (\$3,360.00 annually). Our annual fees, which will end when we go with Aurora, are approximately \$13,000.00 a year. This set up has been less than ideal with duplicate data entry and is not efficient.

Conclusion

Staff recommends to continue our strong relationship with the City of Aurora as it is in the best interest of public safety for our village. The fact we will ultimately become more effective and efficient in our way of doing business and have a very reliable long term sustained solution with the City of Aurora that will meet our needs well into the future. Since we were provided the same pricing the City of Aurora negotiated (add-on) without any resistance from Hexagon Safety and Infrastructure, staff recommends giving the Village Administrator authorization to enter into and sign the contract which includes the budgeted expenditure of \$72,629.00.

Sincerely,

David N. Summer
Chief of Police



HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	North Aurora Police Department
Quote Number:	2016-42734 rev. 1
Quote Date:	August 11, 2016
Expiration Date:	October 21, 2016

Please feel free to contact us at any time. We would be more than happy to assist you with any questions or provide you with additional information. Thank you for your interest in Hexagon Safety & Infrastructure. We look forward to working with you in the future.

Thanks for your business and best regards!

Mark Roylance
Southwest Regional Sales Manager
Hexagon Safety & Infrastructure
Tel: (801) 913-7822
Cell: +1 8019137822
Email: mark.roylance@hexagon.si.com
www.hexagonsafetyinfrastructure.com

www.hexagonsgeospatial.com



Customer:	North Aurora Police Department
Quote Number:	2016-42734 rev. 1
Quote Date:	August 11, 2016
Expiration Date:	October 21, 2016

Ship To:

North Aurora Police Department

Bill To:

North Aurora Police Department

Product Configuration Listing

Part Number	Description	Qty	Net Price	Ext Price
IPS0080	Mobile for Public Safety CC	12	\$1,146.00	\$13,752.00
RMS1105	InPURSUIT FBR Client CC	12	\$1,638.00	\$19,656.00
RMS0002	InPURSUIT RMS Desktop Client	5	\$1,648.00	\$8,240.00
SPRSVC9001SYSSVC	Implementation Services	1	\$20,930.00	\$20,930.00
Product Total				\$62,578.00

Maintenance Configuration Listing

Part Number	Description	Qty	Type	# of Mths	Monthly Unit Net Price	Ext Price
IPS0080	Mobile for Public Safety CC	12	PRM	12.0	\$23.00	\$3,312.00
RMS1105	InPURSUIT FBR Client CC	12	PRM	12.0	\$33.00	\$4,752.00
RMS0002	InPURSUIT RMS Desktop Client	5	PRM	12.0	\$33.00	\$1,980.00
Maintenance Total						\$10,044.00

Intergraph Corporation has elected to do business as: "Hexagon Safety & Infrastructure," in certain public safety, utility delivery, transportation, and information technology markets; "Hexagon Geospatial," in certain geospatial markets; and, "Process, Power & Marine," in certain engineering markets. These alias and trade names do not reflect any change of legal corporate entity, applicable tax identification number, or similar formalities.

This quotation is provided subject to the attached terms and conditions.

You will be sent a confirmation of purchased maintenance services by the Hexagon Customer Services Administration department. If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison, AL 35758
Phone: (801) 913-7822 Fax:



HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	North Aurora Police Department
Quote Number:	2016-42734 rev. 1
Quote Date:	August 11, 2016
Expiration Date:	October 21, 2016

Summary

	Net Price
Software:	\$41,648.00
Services:	\$20,930.00
Maintenance:	\$10,044.00
Total Shipping:	\$7.00
Total Price*:	\$72,629.00

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to the Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: Hexagon Administration
Intergraph Corporation
P. O. Box 240000
Huntsville, AL 35813
Phone: (256) 730-2705
Fax Numbers: 800-239-2972 or 256-730-6089
Email: hsiordersall@hexagon.com

North Aurora Police Department

Signature: _____

Printed Name: _____

Phone: _____

Date: _____

PO reference(if required for invoicing): _____

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison, AL 35758
Phone: (801) 913-7822 Fax:



HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	North Aurora Police Department
Quote Number:	2016-42734 rev. 1
Quote Date:	August 11, 2016
Expiration Date:	October 21, 2016



HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	North Aurora Police Department
Quote Number:	2016-42734 rev. 1
Quote Date:	August 11, 2016
Expiration Date:	October 21, 2016

Please check to indicate payment and billing instructions:

- ☐ My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Intergraph. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: _____ PO Amount: _____

- ☐ I wish to pay by CREDIT CARD. Intergraph will contact you to obtain the credit card number.
Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Intergraph and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: _____

Telephone number of Cardholder: _____

Signature of Cardholder: _____

- ☐ INVOICE ME based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Intergraph and upon credit approval.)

- ☐ My CHECK payable to Intergraph Corporation has been sent to the following address

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Intergraph and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: _____ Check Amount: _____

- ☐ My DOMESTIC WIRE PAYMENT has been wired to:

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York, NY
Favor of: Bank: SEB (Skandinaviska Enskilda Banken)
Account Number: 890 043 9688
For further credit to: Intergraph Corporation SGI Division, Account #00007583

- ☐ My ACH PAYMENT has been sent to:

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000096
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone#: 1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Intergraph.)

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison, AL 35758
Phone: (801) 913-7822 Fax:



Hexagon Safety & Infrastructure

Terms & Conditions of Sale

This Agreement ("Agreement") Constitutes the Terms and Conditions of Sale of Hexagon Product(s) to Buyer.

1. Definitions. As used in this Agreement:

"Agreement" means these Terms and Conditions and each agreement entered into there under;

"Buyer" means the entity or person purchasing all or part of the Software and/or Hardware listed on a Hexagon quotation;

"Hardware" means all Hexagon or Third Party hardware (including components), software media, and spare parts listed on a Hexagon quotation;

"Hexagon" means Intergraph Corporation doing business as Hexagon Safety & Infrastructure;

"Product(s)" means the Hexagon software licenses or hardware and/or Third Party software licenses or hardware listed on a Hexagon quotation;

"Software" means (i) any binary software program, (ii) any upgrades or updates, and (iii) any related user manuals or other documentation included with the Products or listed separately on a Hexagon quotation;

"Terms and Conditions" means the current standard terms and conditions of purchase and licensing set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Hexagon and Buyer;

"Third Party" means any other Hexagon Division other than the Security, Government & Infrastructure Division or any company other than Hexagon.

2. General. These Terms and Conditions shall be deemed to be an integral part of all acceptances by Hexagon and shall supersede any conflicting provisions of any purchase order or other communication of the Buyer.

3. Quotations. Hexagon reserves the right to change design, price, and other terms without notice to Buyer and until acceptance of order by Hexagon.

4. Taxes. All Prices contained on a Hexagon quotation are exclusive of, and Buyer shall be liable for and shall indemnify and hold Hexagon harmless from and against each and every country's federal, state, municipal, or other governmental, withholding, excise, sales, use, value added, GST, or other taxes, tariffs, custom duties and importing fees ("Taxes"). Taxes shall expressly exclude any United States (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes and other like taxes measured by Hexagon's net income. Taxes shall expressly include any related interest and/or penalty. Total invoice amount for any charges pursuant to an accepted quotation are subject to increase by the amount of any Taxes which Hexagon is required to pay and/or which Buyer is required to withhold, collect or pay regarding the transactions pursuant to the Agreement, so that Hexagon receives the full amount of the charges invoiced. Any certificate to exempt any charges from any liability for Taxes or other documentary evidence of statutory exemption shall be obtained by Buyer at Buyer's expense and provided to Hexagon.

5. Delivery and Installation.

5.1 F.O.B. Point. Hexagon will deliver all Product(s) on an FOB Destination, Pre-Paid and Added ("PPA") basis, including DDP when shipped from a foreign point of origin, unless otherwise stated. At Hexagon's discretion, Product(s) may ship from different points of origin. Written notification is required for any short shipments/discrepancies within five days of receipt of order. Hexagon's responsibility ceases upon delivery of Product(s) to the Buyer in good order at the point of destination. The Buyer is urged to examine all deliveries carefully immediately upon delivery and before signing receipt. If goods are visibly damaged, the

Buyer must have written confirmation of the damages noted on the freight bill or other receipt by the agent of the carrier. Signing a receipt without notation of damage to the Product(s) shall constitute conclusive evidence of receipt of the Products in satisfactory condition.

5.2 Partial Delivery. Hexagon may make partial shipments to Buyer and invoice accordingly, and Buyer shall be obligated to pay for such partial shipments when invoiced.

5.3 Delivery Dates. Shipments of any products purchased hereunder are subject to Hexagon's availability schedule. Hexagon will make every reasonable effort to meet delivery dates quoted or acknowledged. However, Hexagon will not be liable for any failure to meet such dates.

5.4 Installation. Unless installation services by Hexagon have been purchased by Buyer, Buyer is responsible for installation of Software or Hardware Product(s).

6. Acceptance. Buyer shall be deemed to have accepted the products covered by this Agreement upon the earlier of: (a) delivery to Buyer, if installation by Hexagon is not included in the purchase price; (b) certification by Hexagon that the product is installed and meet Hexagon's specifications, if installation by Hexagon is included in the purchase price; (c) utilization of the product by Buyer for any useful work.

7. General Terms of Payment. Subject to credit approval. Unless otherwise agreed upon in writing, payment for all Product(s) purchased by the Buyer from Hexagon shall be made within the time specified below. **Payments shall be made in United States of America currency and all exchanges, interest, banking, and bank collection charges and other related charges shall be the obligation of the Buyer; any special financing or other arrangements to meet currency or import restrictions are the responsibility of the Buyer.** Hexagon shall retain a security interest in any of the Products sold to the Buyer until the purchase price is paid in full. Buyer shall take all steps necessary to perfect Hexagon's security interest. Title to the Hardware shall pass to the Buyer upon payment. Title to the Software shall always remain with Hexagon or in the case of Third Party Software with the owner of such software. Payments shall be as follows:

7.1 For purchases under U.S. \$25,000. Fifteen (15) days prior to shipment advance payment must be received by Hexagon in accordance with the Remit instructions.

7.2 For purchases over U.S. \$25,000. Thirty (30) days prior to shipment advance payment must be received by Hexagon in accordance with the Remit instructions.

7.3 Hexagon at its sole discretion, may offer Buyer open account payment terms. *Open account payment terms must be confirmed in writing by Hexagon.* Open account charges shall be due net thirty (30) days from date of invoice.

7.4 Remit Instructions. Hexagon accepts these payment methods: U.S. major credit cards (Visa, MasterCard, AMEX, and Discover), check, wire transfer, and EFT.

For shipments requiring advance payment by the Buyer, Buyer shall make remittance by check to:

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

For shipments based on established open accounts, Buyer shall make remittance by check to:

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

Hexagon will make wire transfer and EFT remit to information available upon request.

Hexagon shall charge and the Buyer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received 30 days after the date of invoice.

No payments may be withheld by the Buyer for any reason nor may any counterclaim by the Buyer be set off against any payment due Hexagon, without prior written consent of Hexagon. Buyer will be responsible for all costs and expenses incurred in the collection of any outstanding amounts, including reasonable collection agency or attorney's fee.

8. Limited Warranties.

8.1 Software Products. Hexagon warrants for a period of thirty (30) calendar days from the date of delivery, or the date of installation if installation by Hexagon is included in the purchase price, that Software Product(s) delivery media shall be free from defect in material or workmanship. Hexagon does not warrant that the software product(s) will meet buyer's requirements, and under no circumstances does Hexagon warrant that the software product(s) will operate uninterrupted or error free.

8.2 Hardware Products. Hexagon warrants for a period of one (1) year from the date of delivery, or the date of installation if installation by Hexagon is included in the purchase price, that the Hardware Product(s) is free from defect in material and workmanship and is of the kind and quality described in the quotation except that:

- (a) Hexagon gives no warranty with respect to parts with a limited technical lifetime such as data discs and cassettes.
- (b) Components of the Product produced by other manufacturers are warranted only to the extent that such components are warranted by the manufacturers supplying such components to Hexagon.

If Hexagon Software is included in this Agreement, Hexagon warrants that its Software, when properly installed, will not fail to execute its programming instructions due to defect in materials and workmanship. If Hexagon receives notice of a defect during the applicable warranty period, Hexagon will repair or replace software media that does not execute programming instructions due to such defect. Hexagon does not warrant that the operation of the software will be uninterrupted or error free.

THE FOREGOING WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS, DIRECTLY OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM, AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM, OR MISUSE OF A WARRANTED ITEM (INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM). BUYER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

8.3 Remedies. Upon written notification of any failure to conform to Hexagon's express warranties, Hexagon shall have the right either to replace or repair any defective Product, to refund the purchase price upon return of the defective Products, or to grant a reasonable allowance on account of such defects, and Hexagon's liability and Buyer's exclusive remedy for defective Products shall be limited solely to such replacement, repair, or allowance, as Hexagon may elect. Hexagon shall be given reasonable opportunity to investigate all claims and no Product shall be returned to Hexagon until after written approval by Hexagon and receipt of written shipping instructions from Hexagon have been provided.

8.4 Effectiveness. The effectiveness of the warranties contained herein shall with respect to any particular defect be conditional upon Buyer's substantiation that the Product and its components have been stored, maintained, and operated in accordance with such reasonable instructions as are given by Hexagon to Buyer and with standard industry practice. Subject to the foregoing, the warranties contained in this Section shall remain in effect from the date hereof until thirty (30) days from the date that the product is shipped by Hexagon, unless the purchase price includes installation, in which case the period begins on the date Hexagon certifies to Buyer that the Product is installed and is operating in conformance with Hexagon

specifications. If Buyer schedules or delays installation by Hexagon more than thirty (30) days after delivery, the warranty period shall begin on the thirty-first (31st) day from date of shipment.

8.5 DISCLAIMER. EXCEPT AS PROVIDED ABOVE, HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES EXPRESSLY STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON WITH RESPECT TO THE SOFTWARE PRODUCT(S) AND HARDWARE PRODUCT(S). CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS.

8.6 Supplemental statements setting forth warranty terms different from the above are available for some Product types, and are incorporated herein if applicable. The terms of such supplemental statements supersede the terms hereof only to the extent they are inconsistent herewith.

9. Security Terms. Buyer hereby grants and Hexagon reserves a purchase money security interest in each Product purchased hereunder, and in any proceeds thereof, for the full amount of the Agreement price. Buyer agrees that Hexagon may sign on Buyer's behalf any document required to perfect such security interest. Payment in full of the purchase price of any Product purchased hereunder shall release the security interest on that Product.

10. Software License. Software Product(s) (whether furnished independently or bundled with Hardware) are furnished to Buyer under the terms of the applicable end user license agreement, which may be separately executed or may be included with the Product(s). Buyer agrees to execute the applicable Hexagon End User License Agreement for Hexagon Software Products that are furnished without an included End User License Agreement. Buyer agrees to execute the applicable Third Party end user license agreement for Third Party Software Products that are furnished without an included Third Party end user license agreement.

11. Ownership. All Software Products furnished by Hexagon hereunder shall remain the property of Hexagon or the respective Third Party. Software Product(s) are licensed, not sold. Buyer understands that it is purchasing a license to use the Software Product(s) and is not purchasing the Intellectual Property of the Software Product(s).

12. Patent, Trademark, Copyright Infringement. In the event of any proceeding (suit, claim, or action) against Buyer arising from allegations that the Product(s), or services, or part thereof, furnished by Hexagon infringes a U.S. patent, copyright, trade secret, trademark, intellectual property, or other proprietary right of any Third Party, Hexagon will, if such proceeding does not result from modifications to the Product(s) made by Buyer or Buyer's use of any Product(s) in combination with other products not furnished by Hexagon, defend Buyer's right, or interest in the Product(s), at Hexagon's expense. Hexagon shall make such defense by counsel of its own choosing and Buyer shall reasonably cooperate with said counsel. Hexagon shall have sole control of said defense and any settlement of any claim.

In the event any proceeding is found to be based on modifications, enhancements or addition made by Buyer or any person or entity, or Buyer's use of the Product(s), in combination with other products not furnished by Hexagon, Buyer agrees to defend Hexagon's right, title or interest in the Product(s), at Buyer's expense, to reimburse Hexagon any defense expenses inclusive of reasonable attorney's fees expended by Hexagon in defense of said claim, and pay any judgment rendered against Hexagon, provided Hexagon promptly notifies Buyer in writing of the proceeding. Buyer shall make such defense by counsel of its own choosing and Hexagon shall reasonably cooperate with said counsel. Buyer, in such circumstances shall have sole control of the defense.

In the event any Product(s) furnished hereunder are, in Hexagon's opinion, likely to or do become the subject of a claim of infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary rights of a Third Party, Hexagon may at its option and

expense, procure for Buyer the right to continue using the Product(s), or modify the Product(s) to make them non-infringing but functionally the same, or replace the Product(s) with (a) non-infringing equivalent(s), or refund the purchase price to the Buyer.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES RELATED TO PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT, EXPRESSED OR IMPLIED, AND THESE WARRANTIES ALONG WITH THE REMEDIES STATED ABOVE REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON WITH REGARD TO INFRINGEMENT. CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS.

13. Maintenance. If maintenance of Product(s) is desired beyond that provided by the applicable warranty, such service can be provided under separate contract. Maintenance and support of the Product(s) will be provided to Buyer in accordance with Hexagon's standard maintenance options and the then-current Hexagon Maintenance Service Terms and Conditions.

14. Assignment. Neither Hexagon nor Buyer shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that Hexagon may assign its rights and obligations under this Agreement without the approval of Buyer to an entity which acquires all or substantially all of the assets of Hexagon or to any subsidiary, affiliate, or successor in a merger or acquisition of Hexagon.

15. Limitation of Liability. NOT WITHSTANDING ANYTHING TO THE CONTRARY, HEXAGON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, REVENUE OR PROFIT, OR LOSS OF DATA OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE SHALL HEXAGON'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY BUYER UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

16. Cancellation, Rescheduling, Returns.

16.1 Cancellation. In the event of the cancellation of any order, or items included in an order, Buyer will be liable and agrees to pay cancellation charges to Hexagon in accordance with the following schedule:

Cancellation notice received fourteen (14) days or more prior to the scheduled shipment date, for purchases other than a Digital Mapping Camera: No charge for Hexagon manufactured Products.

Cancellation notice received less than fourteen (14) days prior to the scheduled shipment date: ten percent (10%) of the total purchase price.

No cancellation will be accepted for products that have shipped or Third Party Products that have been ordered by Hexagon for Buyer.

Buyer agrees that title, rights, and/or interests to the canceled item(s) shall remain with Hexagon and that Buyer shall have no title, right, and/or interest to such.

16.2 Rescheduling. In the event that Buyer makes changes following initial placement of the order, Hexagon reserves the right to reschedule Buyer's order. Upon Buyer's written notification of change(s), a new shipment date will be established by Hexagon. Hexagon will inform Buyer and obtain Buyer's direction regarding any charges that Hexagon would incur as a result of an order modification. If Buyer directs Hexagon to modify the order for which Hexagon will incur a charge, Buyer agrees to pay all charges for the modification.

16.3 Returns. No return of any Product(s) to Hexagon will be accepted unless previously authorized in writing by Hexagon, whether under warranty or otherwise. Any returns other than those under warranty will be subject to a reasonable restocking charge.

17. Nondisclosure. Buyer understands that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or which has become known to, or has been conveyed to Hexagon which has commercial value in Hexagon's day-to-day business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs all of which shall hereinafter be singularly or collectively referred to as Hexagon's Intellectual Property. Buyer agrees to use reasonable efforts to treat and maintain as proprietary and confidential Hexagon's Intellectual Property or any information or data provided by Hexagon, in whatever form, as it would its own proprietary and confidential information and data, but in any event, no less than reasonable care, and to comply with all license requirements, copyright, patents and trade secret laws as they may pertain to any of Hexagon's Intellectual Property or other information or data provided by Hexagon.

18. Force Majeure. Hexagon has no obligation to deliver the Product(s) against any order until it has accepted the order. In any event, Hexagon will not be liable for any delay in shipment or any failure to ship the Product against an accepted order or for any damages suffered by reason thereof, when such delay or failure is, directly or indirectly, due to accident (in manufacture or otherwise), fire, flood, seizure, riot, acts of terrorism, war, embargo, labor stoppages or difficulties, inadequate transportation facilities, shortage of material or supplies, delay or default on the part of its suppliers, regulation or order by government authority, or any other casualty or cause beyond the reasonable control of Hexagon, which Hexagon, in its discretion, declares to be Force Majeure resulting in such delay or failure. Hexagon may, at its option, cancel this order, or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. Hexagon shall have the further right to then allocate its available materials and product between its own uses and its customers in such manner as Hexagon may consider fair and equitable.

19. Order of Precedence. The Terms and Conditions hereof take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to Hexagon's Terms and Conditions. Neither Hexagon's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. The Terms and Conditions of this Agreement (including the terms and conditions of the standard end user license agreement applicable to any Software Products) constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or written. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. No change or modification of any of the Terms and Conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of the party to be bound.

20. Severability. Whenever possible, each provision of these Terms and Conditions and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these Terms and Conditions or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions or such related document.

21. Export Control. Buyer agrees to comply fully with all relevant export laws and regulations of the United States (hereinafter "Export Law") to assure that neither the Product(s) or anything provided by Hexagon hereunder are exported directly or indirectly in violation of said Export Law or are intended to be used for a purpose prohibited by said Export Law.

With respect to the export by Buyer of the Product(s), including documentation, data, or information pertaining thereto the Product(s), or anything containing the Product(s), the disclosure of the Software to a non U.S. national, or any other activities relating to the Software, Buyer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's and Third Party's Product(s) are subject to export controls promulgated by the Government of the United States. Buyer warrants that it will not export or re-export, either directly or indirectly, any such Product or restricted direct Product thereof, without first obtaining any necessary authorization from the U.S. Government, when required. Buyer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export.

22. Waiver. Any failure by Hexagon to enforce performance of the Terms and Conditions set forth in this Agreement shall not constitute a waiver of, or affect Hexagon's right to avail itself of such remedies as it may have for any subsequent breach of this Agreement.

23. Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, and the Parties agree to attorn to the jurisdiction of the courts of that State.

24. Jurisdiction. Buyer hereby submits to the jurisdiction of the United States Federal District Court for the Northern District of Alabama or applicable State Court for Madison County, Alabama solely for purposes of enforcement of rights and remedies arising under this Agreement.

END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement by and between “you” (either an individual or a single legal entity) and Intergraph Corporation doing business as Hexagon Safety & Infrastructure (“Hexagon”) for the Hexagon software product(s) (“SOFTWARE PRODUCT”) delivered with this EULA, which includes the computer software, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including any templates, printed materials, and online or electronic documentation. All copies of the SOFTWARE PRODUCT and any Updates of the SOFTWARE PRODUCT, if any, are licensed to you by Hexagon pursuant to the terms of this EULA. Any software, including, without limitation, any open source components and/or Upgrades, associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA, which shall take precedence over any other document and shall govern your use of the SOFTWARE PRODUCT, unless Hexagon and you have agreed to a signed license agreement with Hexagon that specifically addresses the licensing of the applicable SOFTWARE PRODUCT(s) for a discrete transaction, in which case the signed license agreement shall take precedence and shall govern your use of the SOFTWARE PRODUCT. You agree that this EULA is enforceable against you the same as any written, negotiated contract signed by you. If you do not agree to the terms of this EULA, you are not authorized to, and you shall not, download, install or use the SOFTWARE PRODUCT.

1.0 DEFINITIONS. As used in this EULA, the following terms are defined as follows and other capitalized terms set forth in this EULA shall have the meaning ascribed to them in this EULA:

1.1 “Core” means a physical processor on a computer server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit (CPU) may have one or more Cores, and a given server may have multiple CPU sockets that may each contain multiple Cores.

1.2 “Desktop-based SOFTWARE PRODUCT” means a self-contained application that runs from a local drive and does not require network connectivity to operate.

1.3 “Installation Guide” means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program

1.4 “Primary License” means the license(s) of the SOFTWARE PRODUCT provided to you for general production use as authorized by this EULA.

1.5 “Supplementary License” means a license(s) of the SOFTWARE PRODUCT which is made available by Hexagon for select SOFTWARE PRODUCTS to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

1.6 “System” means a physical or operational location where the SOFTWARE PRODUCT resides and operates on an individual server or where a single operational identification number (“Site ID”) has been assigned by Hexagon.

1.7 “Update” means any modified version, fix, or patch of the SOFTWARE PRODUCT.

1.8 “Upgrade” means each new release of the SOFTWARE PRODUCT that is as a result of an architectural, major, or minor change to the SOFTWARE PRODUCT. Upgrades may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA or signed license agreement associated with prior releases of the SOFTWARE PRODUCT.

1.9 “User” means you or an individual employed by you. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

1.10 “Web-based SOFTWARE PRODUCT” means a Webservices-based SOFTWARE PRODUCT that is accessed by Users solely over the World Wide Web, Internet or intranet.

1.11 “XML Files” means the XML (Extensible Markup Language) files generated by the SOFTWARE PRODUCT, where applicable.

1.12 “XSL Stylesheets” means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the SOFTWARE PRODUCT, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

2.0 LICENSE GRANT. Provided you are not in breach of any term or condition of this EULA, Hexagon hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with this EULA. The license is non-transferable, except as specifically set forth in this EULA. You

assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

2.1 Minimum Requirements. The SOFTWARE PRODUCT may require your System to comply with specific minimum software, hardware and/or Internet connection requirements. The specific minimum software, hardware and/or Internet connection requirements vary by SOFTWARE PRODUCT and per type of license and are available from Hexagon upon request.

2.2 License Type and Mode. SOFTWARE PRODUCTS are licensed as either Primary Licenses or Supplementary Licenses. There are two (2) types of Primary Licenses and seven (7) types of Supplementary Licenses as described below. Depending on your license, a license may be used in either Concurrent-Use mode or Node-Locked mode. The license type and mode for the SOFTWARE PRODUCT you subscribed to or obtained will be designated (per the abbreviations set forth below) in the product description set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT, and, if an electronic license manager tool is incorporated in the SOFTWARE PRODUCT, verified by the Hexagon license system. If not otherwise indicated, your license type and mode will be a Node-Locked Primary License. Each license of the SOFTWARE PRODUCT is subject to the terms of this EULA.

2.2.1 Primary Licenses are described below:

- (a) **Concurrent-Use mode (CC)** allows for the checking in and checking out of the total available licenses of the SOFTWARE PRODUCT for Users. At any point, you may run as many copies of the SOFTWARE PRODUCT as you have licenses. If the SOFTWARE PRODUCT is enabled to be run in a disconnected mode, as set forth in the Installation Guide, a User may check out a license from the System for mobile or home use, thus reducing the total number of licenses available in the license pool until the license is checked back in to the System. If the SOFTWARE PRODUCT is not enabled to be run in a disconnected mode, the mobile or home computer will require a Node-Locked License. If the anticipated number of Users of the SOFTWARE PRODUCT will exceed the number of applicable licenses, and in the absence of a license manager tool incorporated in the SOFTWARE PRODUCT, you must use a reasonable mechanism or process to assure that the number of persons using the SOFTWARE PRODUCT concurrently does not exceed the number of licenses. You consent to the use of a license mechanism, license files, hardware keys, and other security devices in connection with the SOFTWARE PRODUCT and agree not to attempt to circumvent, reverse engineer, or duplicate such devices.
- (b) **Node-Locked mode (NL)** allows a single copy of the SOFTWARE PRODUCT to be stored on hard disk and loaded for execution on a single designated workstation, or, for software designed for use on a handheld device, for execution on a single designated handheld device.

2.2.2 Supplementary Licenses are described below:

- (a) **Backup License (BCK)** is licensed solely for “cold standby” when manual switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.
- (b) **Developer’s License (DEV)** is a license of a Web-based SOFTWARE PRODUCT that is delivered solely in connection with the Primary License of such SOFTWARE PRODUCT for the purposes of developing and testing your website built only with the SOFTWARE PRODUCT. Developer’s Licenses shall not be used for production purposes (i.e. a fully deployed website).
- (c) **Load Balancing License (LOB)** is a license of a Web-based SOFTWARE PRODUCT solely for use as a second or successive license on a web cluster to balance the load with the Primary License on multiple servers represented by one (1) IP address.
- (d) **Redundant License (RDT)** is licensed solely for “hot standby” when automatic switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.
- (e) **Test License (TST)** is licensed solely for testing purposes. However, Hexagon also allows a Test License to be used to conduct no-cost training on test servers for a maximum of thirty (30) days per year.
- (f) **Training License (TRN)** is licensed solely for training purposes.
- (g) **Secondary License (SEC or TFB)** is licensed for non-productive use for training, development, testing, failover, backup, etc. Number of Secondary Licenses cannot exceed the number of purchased Primary Licenses.

2.3 Updates and Upgrades. If the SOFTWARE PRODUCT is an Update or Upgrade to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update or Upgrade. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third party. All Updates and Upgrades are provided to you on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the latest version of the SOFTWARE PRODUCT. By using an Update or Upgrade, you (i) agree to voluntarily terminate your right to use any previous version of the SOFTWARE PRODUCT, except to the extent that the previous version is required to transition to the Update or Upgrade; and (ii) acknowledge and agree that any obligation that Hexagon may have to support the previous version(s) of the SOFTWARE PRODUCT will end upon availability of the Update. If an Update is provided, you will take prompt

action to install such Update as directed by Hexagon. If you fail to do so, you acknowledge that the SOFTWARE PRODUCT may not work correctly or that you will not be able to take advantage of all of the SOFTWARE PRODUCT's available features. In such event, Hexagon will not be liable for additional costs you incur as a result of your failure to install such Update.

3.0 RIGHTS AND LIMITATIONS. Please see specific exceptions and additional terms related to GeoMedia Viewer Software, Beta Software, Evaluation Software, and Educational Software set forth at the Addendum to this EULA.

3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1 You may make one copy of the SOFTWARE PRODUCT media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. You may not transfer the rights to a backup copy unless you transfer all rights in the SOFTWARE PRODUCT and license as provided for in Section 3.1.2. Any other copying of the SOFTWARE PRODUCT, any use of copies in excess of the number of copies you have been authorized to use and have paid for, and any distribution of the SOFTWARE PRODUCT not expressly permitted by this EULA, is a violation of this EULA and of federal or applicable governing law.

3.1.2 You may transfer the SOFTWARE PRODUCT and license within your company (intra-company transfer), subject to the Hexagon Software Transfer Policy ("Hexagon Software Transfer Policy") and the terms of this EULA. The Hexagon Software Transfer Policy is available from Hexagon upon request. If you transfer the SOFTWARE PRODUCT, you must at the same time either transfer all copies, modifications, or merged portions, in whatever form, to the same party, or you must destroy those not transferred.

3.1.3 For a Web-based SOFTWARE PRODUCT:

- (a) You may run multiple Websites and provide multiple Webservices to your client users with a single license.
- (b) You may distribute client side web page plug-ins (e.g., ActiveX controls, Java applets and applications, Enhanced Compressed Wavelet (ECW) plug ins) to Users.
- (c) You may load this Web-based SOFTWARE PRODUCT on multiple machines within a cluster that is acting as a single web server, provided you have obtained the applicable number of Load Balancing Licenses or number of Cores from Hexagon and the total number of map servers or number of Cores deployed do not exceed the quantity licensed.
- (d) Unless otherwise stated in the Installation Guide, you may only copy and distribute the Java script source files to support the Web-based SOFTWARE PRODUCT's output vector map type and your associated websites, and you may prepare derivative works solely for your internal use.

3.1.4 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS which contain XSL Stylesheets for presenting XML Files, you may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for your enterprise. You may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material, or any material that infringes upon any third party intellectual property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the SOFTWARE PRODUCT are and will remain the property of Hexagon.

3.1.5 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS that are delivered with an Application Programming Interface ("API") and/or configuration set-up, you may use the API(s) to write your own extensions to the SOFTWARE PRODUCTS, and you may use configuration setup to configure the SOFTWARE PRODUCT, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Hexagon does not transfer to you any rights in its Intellectual Property (as that term is defined in Section 6.1.2) by allowing you to write your own extensions using the API(s) or to configure the software via the configuration set-up, you hereby agree and acknowledge that Hexagon retains all rights in its SOFTWARE PRODUCT, API(s), and configuration setup. Hexagon does not make any representations or warranties with respect to such extensions and/or configurations and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such extensions and/or configurations is solely at your own risk, and you hereby agree to indemnify and hold harmless Hexagon and its suppliers with respect to such extensions and/or configurations.

3.1.6 You are responsible, and bear the sole risk, for backing up all systems, software, applications, and data, as well as properly using the SOFTWARE PRODUCT.

3.1.7 At all times, you must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the SOFTWARE PRODUCT, including, without limitation, when installed, used, checked out, checked in and/or merged into another program.

3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

3.2.1 You may not sell, rent, license, lease, lend or otherwise transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion thereof, to another company or entity (i.e. inter-company transfer) or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT.

3.2.3 You may not, and you may not authorize anyone else to, work around any technical limitations in the SOFTWARE PRODUCT.

3.2.4 You may not, and you may not authorize anyone else to, publish the SOFTWARE PRODUCT for others to copy or use.

3.2.5 You may not, and you may not authorize anyone else to, use, copy, modify, distribute, disclose, license or transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA.

3.2.6 You may not, and you may not authorize anyone else to, re-use the component parts of the SOFTWARE PRODUCT with a different software product from the one you are licensed to use or on different computers. The SOFTWARE PRODUCT is licensed as a single product.

3.2.7 You may not, and you may not authorize anyone else to, circumvent any license mechanism in the SOFTWARE PRODUCT or the licensing policy.

3.2.8 You may not, and you may not authorize or allow anyone else to, use or view the SOFTWARE PRODUCT for any purposes competitive with those of Hexagon.

3.2.9 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.

3.2.10 For a Desktop-based SOFTWARE PRODUCT that is Node-Locked:

- (a) You may not run the SOFTWARE PRODUCT for Web-based applications.
- (b) You may not allow the SOFTWARE PRODUCT to be used by multiple Users on a single workstation at the same time.

3.2.11 You may not, and you may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully-deployed website).

3.2.12 You may not, and you may not authorize or allow anyone else to, publish to a third party any results of benchmark tests run on the SOFTWARE PRODUCT. The sample and demo data set(s) and related script(s) delivered with some SOFTWARE PRODUCTS (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the SOFTWARE PRODUCT with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the SOFTWARE PRODUCT and are not to be redistributed, licensed, sold, transferred, used or otherwise dealt with in a production solution without Hexagon's prior written consent.

3.2.13 The SOFTWARE PRODUCT is not one hundred percent (100%) fault-tolerant. The SOFTWARE PRODUCT is not designed or intended for use in any situation where failure or fault of any kind of the SOFTWARE PRODUCT could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High Risk Use"). You are not licensed to use the SOFTWARE PRODUCT in, or in conjunction with, any High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. You hereby agree not to use the SOFTWARE PRODUCT in, or in connection with, any High Risk Use.

3.2.14 For a Web-based SOFTWARE PRODUCT:

- ~~(a) You may not use the Web-based SOFTWARE PRODUCT to operate software as a service or hosting without the prior written consent of Hexagon.~~
- (b) You may not use a Load Balancing License (LOB) of the Web-based SOFTWARE PRODUCT detached of its Primary License.
- (c) You may not use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name – WORKGROUP") for other entities or organizations or at a different physical geographic address.

- (d) **Core Restrictions for Hexagon APOLLO SOFTWARE PRODUCT:** License fees and installation restrictions for Hexagon APOLLO SOFTWARE PRODUCTS may be based on the number of Cores present in the server on which the Hexagon APOLLO SOFTWARE PRODUCTS are installed. The license type for APOLLO will be designated in the product descriptions set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT. If your APOLLO SOFTWARE PRODUCTS are Core based, this section will apply. Each product can be licensed in multiples of four (4) Cores, up to a maximum thirty-two (32) Cores. You are responsible for determining the number of Cores on your host server and ordering the appropriate number of Core licenses. Each license of a Hexagon APOLLO SOFTWARE PRODUCT must be installed only on a single server. For example, an 8-Core license does not permit you to install two copies of a component, each on a 4-Core server. In a virtualized data processing environment, where hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server, your usage rights depend on the relationship between the number of Cores for which you are licensed, the number of physical Cores present on the host server, and the number of processors available to the Hexagon APOLLO SOFTWARE PRODUCT in the virtualized environment, as follows: if the number of Cores for which you are licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate your licensing restriction. However, if you wish to install the Hexagon APOLLO SOFTWARE PRODUCT on a host server having a greater number of physical Cores present than the number of Cores for which you are licensed, you must operate the Hexagon APOLLO SOFTWARE PRODUCT only within a "guest" virtual machine that accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number of Cores for which you are licensed.

3.3 Indemnification by You. You agree to hold harmless and indemnify Hexagon for any causes of action, claims, costs, expenses and/or damages resulting to Hexagon from a breach by you or any User of any of the limitations or prohibited actions set forth in this EULA.

4.0 TERM. This EULA is effective until terminated or until your software subscription or lease expires without being renewed. This EULA may be terminated (a) by you, by returning to Hexagon the original SOFTWARE PRODUCT or by permanently destroying the SOFTWARE PRODUCT, together with all copies, modifications and merged portions in any form; (b) by Hexagon, upon your breach of any of the terms hereof or your failure to pay the appropriate license or subscription fee(s); (c) upon your installation of an Upgrade that is accompanied by a new license agreement covering the SOFTWARE PRODUCT Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. You agree upon the earlier of the termination of this EULA or expiration of your software subscription to cease using and to permanently destroy the SOFTWARE PRODUCT (and any copies, modifications and merged portions of the SOFTWARE PRODUCT in any form, and all of the component parts of the SOFTWARE PRODUCT) and certify such destruction in writing to Hexagon.

5.0 AUDIT. Hexagon shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. Hexagon will provide you with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Hexagon's personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Hexagon unless the results of the audit indicate that you have underpaid fees to Hexagon, in which case, you agree to promptly pay Hexagon such fees at the price previously agreed to for the SOFTWARE PRODUCT license or software subscription *plus* interest on such underpayments from the original due date at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and you further agree to bear all costs associated with the audit.

6.0 INTELLECTUAL PROPERTY.

6.1 Ownership.

6.1.1 Software. ALL SOFTWARE PRODUCTS ARE PROPRIETARY PRODUCTS OF HEXAGON AND ADDITIONAL THIRD PARTIES, AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH HEXAGON AND SUCH THIRD PARTIES. SOFTWARE PRODUCTS are licensed, not sold pursuant to this EULA. Hexagon and additional third parties retain all right, title and interest in and to all SOFTWARE PRODUCTS, including, but not limited to, all Intellectual Property rights in and to each SOFTWARE PRODUCT. All rights not expressly granted to you by this EULA or other applicable third party software license agreement or terms and conditions are reserved by Hexagon and such third parties. No source code is deliverable hereunder unless otherwise agreed to in writing by Hexagon. Additional information regarding Hexagon patents, including a list of registered patents associated with the Hexagon SOFTWARE PRODUCTS, is available at www.intergraph.com/patents.

6.1.2 Intellectual Property. You acknowledge and agree that Hexagon and third party manufacturers, as applicable, own all rights in and to Hexagon's and the applicable third party manufacturer's trade names, and no right or license is granted to you pursuant to this EULA to use such trade names. You also acknowledge and agree that Hexagon and third party manufacturers, as applicable, own all right, title and interest in and to all intellectual property relating to and for the SOFTWARE PRODUCT, including, without limitation, patents, trademarks, copyrights, inventions (whether registerable or not), trade secrets,

concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs (collectively, "Intellectual Property"). If you bring a patent claim against Hexagon or any third party manufacturer over patents you claim are being infringed by the SOFTWARE PRODUCT, your patent license from Hexagon and any applicable third party manufacturer(s) for the SOFTWARE PRODUCT automatically ends.

6.2 Intellectual Property Infringement.

6.2.1 Remedy by Hexagon. In the event the SOFTWARE PRODUCT is, in Hexagon's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Hexagon may, at its sole option and expense (a) procure for you the right to continue using the SOFTWARE PRODUCT; (b) modify the SOFTWARE PRODUCT to make it non-infringing, but functionally the same; (c) replace the SOFTWARE PRODUCT with a SOFTWARE PRODUCT which is non-infringing, but functionally the same; or (d) provide a prorated refund to you of the actual amount you paid Hexagon for the SOFTWARE PRODUCT.

6.2.2 Indemnification by You. In the event any proceeding (suit, claim, or action) is based (in whole or in part) on modifications, enhancements or additions made by you or any person or entity on your behalf, or your use of the SOFTWARE PRODUCT in combination with other products not furnished by Hexagon, you agree to hold harmless and defend, at your sole cost and expense, all of Hexagon's right, title and interest in and to the SOFTWARE PRODUCT, as well as Hexagon's goodwill and reputation both in good faith and at a standard as if the claim is made against you. You shall reimburse Hexagon any defense expenses inclusive of reasonable attorneys' fees expended by Hexagon in defense of said claim, and pay any judgment rendered against Hexagon. You shall make such defense by counsel of your choosing and Hexagon shall reasonably cooperate with said counsel at your sole cost and expense. You shall have sole control of said defense, but you shall allow Hexagon to reasonably participate in its own defense and you shall reasonably cooperate with Hexagon with respect to the settlement of any claim. Notwithstanding the foregoing, Hexagon may at any time decide to take over any defense of Hexagon at Hexagon's cost and expense and you shall render full cooperation and assistance to transfer such defense to Hexagon and with respect to such defense.

6.3 DISCLAIMER OF INTELLECTUAL PROPERTY WARRANTIES AND LIMITATION OF LIABILITY. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES SET FORTH IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT AND THESE INTELLECTUAL PROPERTY LIMITED WARRANTIES ALONG WITH THE STATED REMEDIES REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND LIABILITY OF HEXAGON WITH REGARD TO INTELLECTUAL PROPERTY INFRINGEMENT. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES AND LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

7.0 LIMITED WARRANTIES.

7.1 Hexagon warrants to you for a period of thirty (30) days from the date of shipment that the SOFTWARE PRODUCT delivery media will be free of defects in material and workmanship, provided the SOFTWARE PRODUCT is used under normal conditions and in strict accordance with the terms and conditions of this EULA. You agree to promptly notify Hexagon of any unauthorized use, repair or modification, or misuse of the SOFTWARE PRODUCT, as well as any suspected defect in the SOFTWARE PRODUCT delivery media.

7.2 Hexagon warrants that it has the right to grant you this license.

7.3 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL WARRANTY OBLIGATION OF HEXAGON. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY.

8.0 WARRANTY DISCLAIMERS. ALL WARRANTIES PROVIDED PURSUANT TO THIS EULA ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR



PURPOSE, HIGH RISK USE AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE PRODUCT IS PROVIDED "AS IS" AND YOU BEAR THE SOLE RISK OF USING THE SOFTWARE PRODUCT. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

9.0 LIMITATION OF LIABILITY. YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HEXAGON BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY HEXAGON, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS WITH THE SAMPLE DATA. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO HEXAGON FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

9.1 In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, Hexagon's entire liability and your exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) termination of this EULA and a prorated refund to you of the actual amount you paid Hexagon for the SOFTWARE PRODUCT for the period of time that the SOFTWARE PRODUCT did not substantially conform to the limited warranties set forth in this EULA. All replacements, Updates, and/or Upgrades made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Hexagon performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

9.2 Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this EULA, but in no other respects and for no other purpose.

10.0 RESTRICTIONS.

10.1 United States Government Restricted Rights. If the SOFTWARE PRODUCT (including any Updates, Upgrades, documentation or technical data related to such SOFTWARE PRODUCT) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section 10.1 also applies.

10.1.1 For civilian agencies: The SOFTWARE PRODUCT was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

10.1.2 For units of the Department of Defense: The SOFTWARE PRODUCT was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).

10.1.3 Notice: This SOFTWARE PRODUCT is "Commercial Computer Software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction,

release, performance, display or disclosure of this “Commercial Computer Software” shall be in strict accordance with the manufacturer’s standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable third party software manufacturer(s) are the manufacturer. This SOFTWARE PRODUCT is unpublished and all rights are reserved under the Copyright Laws of the United States.

10.1.4 Government Reserved Rights: MrSID technology incorporated in the SOFTWARE PRODUCT was developed in part through a project at the Los Alamos National Laboratory, funded by the U.S. Government, managed under contract by the University of California (the “University”), and is under exclusive commercial license to LizardTech, Inc. It is used under license from LizardTech. MrSID technology is protected by U.S. Patent No. 5,710,835. Foreign patents pending. The U.S. Government and the University have reserved rights in MrSID technology, including without limitation: (a) The U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by U.S. Patent No. 5,710,835 and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations; (b) If LizardTech’s rights in the MrSID technology terminate during the term of this EULA, you may continue to use the SOFTWARE PRODUCT. Any provisions of this license which could reasonably be deemed to do so would then protect the University and/or the U.S. Government; and (c) The University has no obligation to furnish any know-how, technical assistance, or technical data to users of MrSID technology and makes no warranty or representation as to the validity of U.S. Patent 5,710,835 nor that the MrSID technology will not infringe any patent or other proprietary right. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

10.2 Export Restrictions. This SOFTWARE PRODUCT, including any technical data related to this SOFTWARE PRODUCT, is subject to the export control laws and regulations of the United States, including, but not limited to the U.S. Export Administrations Act. Diversion contrary to United States law is prohibited. This SOFTWARE PRODUCT, including any technical data related to this SOFTWARE PRODUCT and any derivatives of this SOFTWARE PRODUCT, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

10.2.1 To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.

10.2.2 To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists (www.bis.doc.gov/complianceand/enforcement/liststocheck.htm), the United States Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the United States Department of State Debarred List (<http://www.pmdc.state.gov/compliance/debar.html>).

10.2.3 To any entity if you know, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

10.2.4 To any entity if you know, or have reason to know, that an illegal reshipment will take place.

If the SOFTWARE PRODUCT you received is identified on the media as being ITAR-controlled, this SOFTWARE PRODUCT has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations (ITAR). Export of this SOFTWARE PRODUCT from the United States must be covered by a license issued by the Directorate of Defense Trade Controls (DDTC) of the U.S. Department of State or by an ITAR license exemption. This SOFTWARE PRODUCT may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of this EULA, this SOFTWARE PRODUCT may be used in other countries or by other end users if prior written approval of DDTC is obtained.

You agree to hold harmless and indemnify Hexagon for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Hexagon’s Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

10.3 Territorial Use Restriction. Unless otherwise specifically permitted in writing by Hexagon, use of the SOFTWARE PRODUCT outside the country in which it is licensed is strictly prohibited.

10.4 Non-disclosure. You understand that Hexagon possesses information and data, including, without limitation, Intellectual Property, that was developed, created or discovered by Hexagon, or which has become known to or has been conveyed to Hexagon, which has commercial value in Hexagon’s day-to-day business (“Confidential Information”). Hexagon considers such Confidential Information to be proprietary and confidential. You agree to treat and maintain as proprietary and confidential Hexagon’s Confidential Information and any information or data provided by Hexagon, in whatever form, as you would treat your own proprietary and confidential information and data, but in any event, no less than with reasonable care, and to comply with all license requirements, copyright, patent, trademark and trade secret laws as they may pertain to any of Hexagon’s Confidential Information or other information or data provided by Hexagon.

11.0 GENERAL.

11.1 Entire Agreement. You acknowledge that you have read this EULA, understand it and agree to be bound by its terms and conditions. You further agree that this EULA is the complete and exclusive statement of the agreement between you and Hexagon relating to the subject matter of this EULA and that this EULA supersedes any proposal or prior agreement, oral or written, and any other communications between you and Hexagon relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both you and Hexagon; *provided however*, certain Hexagon SOFTWARE PRODUCTS and Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Upgrade. Any reproduction of this EULA made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

11.2 Severability. Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this EULA.

11.3 Headings. The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

11.4 No Waiver. Any failure by either party to enforce performance of this EULA shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this EULA.

11.5 Notices. Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

11.6 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this EULA, without your approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by you to sublicense, assign or transfer the license or the SOFTWARE PRODUCT, except as expressly provided in this EULA, is void and immediately terminates the license.

11.7 Other Hexagon software products. If you have or use other Hexagon software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

11.8 Limited Relationship. The relationship between you and Hexagon is that of independent contractors and neither you nor your agents shall have any authority to bind Hexagon.

11.9 Governing Law; Venue and Jurisdiction. This EULA shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been accepted in Madison, Alabama, United States. You and Hexagon agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Circuit Court for Madison County, Alabama, United States or the United States District Court for the Northern District of Alabama, Northeastern Division. You and Hexagon agree to submit to the jurisdiction of and agree that venue is proper in these courts for any such legal action or proceedings. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11.10 WAIVER OF JURY TRIAL. HEXAGON AND YOU EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL PROCEEDING ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS EULA. BOTH HEXAGON AND YOU (I) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGE THAT BOTH HEXAGON AND YOU HAVE BEEN INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS WAIVER OF JURY TRIAL.



11.11 Injunctive Relief; Cumulative Remedies. You acknowledge and agree that a breach of this EULA by you could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by you, and you expressly waive any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

11.12 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this EULA, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

11.13 Governing Language. The controlling language of this EULA is English. If you received a translation of this EULA into another language, it has been provided for your convenience only.

11.14 USE OUTSIDE THE UNITED STATES. If you are located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the SOFTWARE PRODUCT, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

11.15 Survival. The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

HEXAGON END-USER LICENSE AGREEMENT ADDENDUM FOR CERTAIN PRODUCTS

This Addendum is applicable to you in the event that the “SOFTWARE PRODUCT” is one that also makes use of the products identified below. If applicable, this Addendum (“Addendum”) sets forth the terms of the Licensee’s use of the SOFTWARE PRODUCT in addition to the terms of the END-USER LICENSE AGREEMENT (“EULA”) provided to the Licensee at the time of purchase. This Addendum shall only apply to you if you use any of the products identified below by or through Hexagon. To the extent not inconsistent with this Addendum, all terms of the EULA shall apply to the use of the SOFTWARE PRODUCT. In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA. The EULA can be found at: https://support.hexagonsafetyinfrastructure.com/infocenter/index?page=support_policies

1.0. Geospatial Desktop Program. This section only applies if the “SOFTWARE PRODUCT” is that particular bundle of applications known as the “Geospatial Desktop Program.”

1.1. Definitions.

- 1.1.1. “**Effective Date**” shall mean the date of delivery of the License Key(s) to Licensee, or such later date as specified in the Quote.
- 1.1.2. “**Existing Products**” - any Hexagon software products held by Customer prior to entering into this Agreement that are duplicative of one or more components of the Geospatial Desktop made the subject of this Addendum.
- 1.1.3. “**License Key**” shall mean the unique key provided to the Licensee by Hexagon for the run-time use of the SOFTWARE PRODUCT
- 1.1.4. “**Licensee**” shall mean an individual or single legal entity authorized by Hexagon to utilize the SOFTWARE PRODUCT pursuant to the EULA and this Addendum.
- 1.1.5. “**Quote**” shall mean a quotation for the License of Licensed Software submitted to Licensee by Hexagon or an authorized Hexagon partner, and associated maintenance and support services as described herein this Agreement.

1.2. License Grant. Provided you are not in breach of any term or condition of the EULA or this Addendum, Hexagon hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with the EULA and this Addendum. The license is non-transferable, except as specifically set forth in the EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

1.2.1. License type and Mode: The SOFTWARE PRODUCT licensed pursuant to this Addendum shall be concurrent-use mode (CC) in accordance with Section 2.2.1(a) of the EULA.

1.3. Term. This Addendum and the rights granted to Licensee pursuant to this Addendum and the EULA shall begin upon the Effective Date and remain in effect for a period of twelve (12) months. This Agreement may be renewed in accordance with section 2.1 below. New License Keys and/or installation media will be issued annually upon renewal of this Agreement.

Approximately thirty (30) days prior to the end of the license term, Hexagon may submit a renewal Quote to the Licensee to renew the license(s) for the next subscription period at the prices provided in the renewal Quote. If the license(s) are not renewed at the end of the term, Licensee acknowledges that all rights and license grants provided by this EULA and this Addendum shall terminate upon expiration of the term described in Section 1.3 above.

1.4. Customer’s Existing Products. *Any Existing Hexagon products held by Customer are not a part of this Agreement.*

1.4.1. Any Existing Products must be subject to a separate Hexagon maintenance agreement. Customer may choose to not renew maintenance for Existing Products only at the expiration of the term of any maintenance agreement applicable to Existing Products. Early maintenance termination is not permitted for Existing Products under this Addendum.

2.0. Geospatial SDK. This section only applies if the “SOFTWARE PRODUCT” is the Geospatial Portal SDK.

2.1. License Limitations for Sencha Products. You shall not distribute the Sencha Products in stand-alone form. You shall not provide license rights, consulting, training or other services with the standalone functionality of the Sencha Products. You shall not allow third parties to develop or use the Sencha Products on a standalone basis. Copies of the Sencha Products are licensed and not sold. You may not: (a) modify the Sencha Products or permit or encourage any third party to do so; (b) rent, lease or sell or otherwise provide temporary access to the Sencha Products to any third party; (c) use the Sencha Products in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Sencha Products; (d) modify, remove or obstruct any copyright or other proprietary rights statements or notices contained within the Sencha Products; (e) distribute the Sencha Products except as provided herein; (f) allow, assist or permit any others to do any of the foregoing. You agree to not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Sencha Products. You may only make a single copy of the Sencha Products for back-up purposes only.



- 2.2. **Limitations on Use.** You may only use the Geospatial Portal SDK and Sencha Products in combination with the Geospatial Portal. For the avoidance of doubt, “You” in this Addendum means an individual person. Only one person may use the Geospatial Portal SDK per license. You are the only authorized user of this licensed copy of the Geospatial Portal SDK and you may not allow anyone other than yourself to use the Geospatial Portal SDK.
- 3.0. **Remote Content Management.** This section only applies if the “SOFTWARE PRODUCT” is Remote Content Management and makes use of DotNetZip Library.
- 3.1. **“Contributor”** shall mean any person that distributes its contribution under this license.
- 3.2. If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.
- 4.0. **IMAGINE GeoPDF PUBLISHER.** This section only applies if the “SOFTWARE PRODUCT” is the IMAGINE GeoPDF PUBLISHER product.
- 4.1. **Warranty Disclaimer.** Notwithstanding anything to the contrary herein, no warranty is provided with respect to the performance of IMAGINE GeoPDF PUBLISHER. For greater clarity IMAGINE GeoPDF PUBLISHER is provided on an ‘AS IS’ basis.
- 4.2. **Limitation of Liability.** Hexagon, its licensors or its suppliers shall not be liable for any claims relating to or arising out of IMAGINE GeoPDF PUBLISHER, regardless of form, in connection with your use of IMAGINE GeoPDF PUBLISHER.
- 4.3. **Acceptance.** IMAGINE GeoPDF PUBLISHER shall be deemed accepted upon your installation of the same.
- 4.4. **Use Restrictions.** You may use the GeoPDF PUBLISHER only for your internal business use, and you may not use IMAGINE GeoPDF PUBLISHER to render any files other than GeoPDF files.
- 5.0. **Euclidean technology.** This section only applies if the SOFTWARE PRODUCT are APOLLO, ERDAS IMAGINE, Geospatial Portal or GeoMedia WebMap. These SOFTWARE PRODUCTS have Euclidean technology embedded within the final products and the intellectual property rights of such third-party technology remain with Euclidean. By installing and using these SOFTWARE PRODUCTS, you agree that you will not modify, reverse engineer, disassemble or decompile any Euclidean software, that you will not remove, obscure or alter any notice of patent, trademark, copyright or trade name.
- 6.0. **mTransformer.** mTransformer by myVR Software AS is delivered with the Hexagon Geospatial Provider Suite and Platform Suite products. mTransformer may be installed on any machine and used within an organization that has a valid license for any product from the Provider Suite or the Platform Suite.
- 7.0. **ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.**
- 7.1. **GeoMedia Viewer Software – Additional Terms.** The software license specifically for GeoMedia Viewer permits copies to be stored on hard disk and loaded for execution on one or more workstations. The GeoMedia Viewer software may be freely copied, transferred and loaned both inside and outside your company.
- 7.2. **Beta Software - Additional Terms.** If the SOFTWARE PRODUCT you received with this EULA is pre-commercial release or beta software (“Beta Software”), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this EULA, this section shall supercede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. You shall hold all information concerning Beta Software and your use and evaluation of such information and the Beta Software (collectively, “Beta Software Information”) in confidence and with the same degree of care you use to keep your own similar information confidential, but in no event shall you use less than a reasonable degree of care; and you shall not, without the prior written consent of Hexagon, disclose such Beta Software Information to any person or entity for any reason at any time; *provided, however*, it is understood that you may disclose any Beta Software Information to those of your representatives who actually need such information for the purpose of participating in the proposed evaluation and testing (“Beta Testing”) of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. You shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. You agree to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. You acknowledge that the Beta Software is a pre-release, beta version, does not represent final product from Hexagon, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO YOU “AS-IS”, AND HEXAGON DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. **You may use the Beta Software only for evaluation and testing and not for general production use.** You acknowledge that ~~Hexagon has not promised or guaranteed to you that Beta Software or any portion thereof will be announced or~~ made available to anyone in the future, Hexagon has no express or implied obligation to you to announce or introduce the Beta Software and that Hexagon may not introduce a product similar to or compatible with the Beta Software. Accordingly, you acknowledge that any research or development that you perform regarding the Beta Software or any product associated with the Beta Software is done entirely at your own risk. During the term of this EULA, if requested by Hexagon, you will provide feedback to Hexagon regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Hexagon of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Hexagon. You agree that you will return or destroy all unreleased versions of the Beta

Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Hexagon's first commercial shipment of the publicly released commercial software.

- 7.3. Evaluation Software - Additional Terms.** If the SOFTWARE PRODUCT you have received with this EULA is provided specifically for evaluation purposes ("Evaluation Software"), then the following section applies until such time that you purchase a license of the full retail version of the SOFTWARE PRODUCT. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supercede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. **You may use the Evaluation Software only for evaluation and testing and not for general production use.** You acknowledge that the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Hexagon is licensing the Evaluation Software on an "AS-IS" basis, solely for your evaluation to assist in your purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the "Time Out Date"). Upon such Time Out Date, the Evaluation Software license will cease operation and you will not be able to use the SOFTWARE PRODUCT, unless you purchase a license for a full retail version of the SOFTWARE PRODUCT. You acknowledge that such Evaluation Software shall cease operation upon the Time Out Date and accordingly, access to any files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at your own risk.
- 7.4. Educational Software Product – Additional Terms.** If the SOFTWARE PRODUCT you have received with this EULA is Educational Software Product (where either an education price is paid for the SOFTWARE PRODUCT, or the SOFTWARE PRODUCT is received by virtue of your participation in an Hexagon program designed for educational or research institutions, or is received through an education grant from Hexagon), you are not entitled to use the SOFTWARE PRODUCT unless you qualify in your jurisdiction as an Educational End User. **You may use the Educational Software Product only for educational and research purposes.** Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Hexagon's Education Policy which is available from Hexagon upon request.
- 7.5. ImageStation and Geospatial SDI Software – Additional Terms.** Some SOFTWARE PRODUCTS of the ImageStation and Geospatial SDI product families contain one or more dynamic link libraries (DLLs) that were built at least partially from open source code subject to the Code Project Open License (CPOL) 1.02 which may be found at <http://www.codeproject.com/info/cpol10.aspx>. By installing and using these SOFTWARE PRODUCTS, you agree that the terms of the CPOL license apply to the portions of such DLLs built with CPOL-licensed open source code.
- 7.6. ECW Browser Plug-in – Additional Terms.** The Enhanced Compression Wavelet (ECW) browser plug-in SOFTWARE PRODUCT ("Browser Plug-in") is designed to be used as a browser plug-in to view, within the Microsoft Internet Explorer, Google Chrome and Mozilla Firefox browsers (the "Browsers"), images created using ECW image technology. Browsers are not included with the Browser Plug-in. You may make and install as many copies of the Browser Plug-in as you need, as plug-ins to lawfully licensed Browsers on computers that you own or control. If you have a valid license to use Hexagon Enhanced Compression Wavelet (ECWP) server SOFTWARE PRODUCT ("ECWP Server Software"), you may also distribute copies of the Browser Plug-in to others whom you wish to authorize to access images residing on your ECWP server, provided you include this EULA with the distributed copies. All copies of the Browser Plug-in authorized as described herein are considered to be authorized copies. You may install and use the Browser Plug-in only to enable the Browsers to display images that are created with ECW image technology, and that are accessed via your licensed ECWP Server Software. The Browser Plug-in is licensed only for research, commercial, governmental, and educational purposes and is not licensed, and shall not be used, for personal, family, or household purposes.
- 8.0. AAIC and RINAV - Limits on use.** Licensee may not use a single license of AAIC or RINAV for more than four (4) simultaneous jobs. Licensees desiring to execute AAIC or RINAV simultaneously on more than four (4) cores may purchase additional licenses.



Hexagon Safety & Infrastructure

Terms & Conditions for Basic Consulting Services

This agreement ("Agreement") Constitutes the terms and conditions of the delivery of Hexagon Services to the Customer.

1. Definitions. As used in this document:

- (a) "Basic Consulting Services" means Services done on a time and materials basis or firm fixed price basis.
- (b) "Customer" means the entity or person ordering Hexagon Services pursuant to this agreement.
- (c) "Customized Software" shall mean those Deliverables developed for the Customer under this Agreement, as well as any Hexagon proprietary information that may be developed or that may be embodied in any Deliverable under this Agreement.
- (d) "Deliverable" means any data, document, information, software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to this agreement.
- (e) "Hexagon" means Intergraph Corporation doing business as Hexagon Safety & Infrastructure.
- (f) "Services" means professional consulting or other professional information technology services.
- (g) "Third Party" means any other Hexagon division other than the Security, Government & Infrastructure division or any company, person, or entity other than Hexagon.

2. Scope of Agreement. Hexagon will provide Services to Customer as stated on the Hexagon quote and/or mutually agreed upon statement of work. Services as specified will be performed during a standard workweek, based on an eight (8) hour day.

- (a) For time and materials Services, Services will be provided up to the maximum amount of time as stated on the Customer's Purchase Order. Hexagon cannot commit to firm deliverables or schedule. Hexagon will apply best efforts to the completion of the applicable statement of work; however, should the Services require more time than estimated, Hexagon will obtain Customer's written approval and bill the time at the rate stated in this Agreement. If additional Services or follow-on support is required beyond the scope of statement of work, the additional effort will be estimated and an additional scope of work submitted to Customer for acceptance prior to Hexagon beginning the additional effort.
- (b) For firm fixed price Services, the Deliverables will be stated in the Hexagon quote and/or mutually agreed upon statement of work.

3. Terms of Payment. The Hexagon payment terms are net thirty (30) days from the date of invoice.

- (a) For time and materials Services, Hexagon will invoice the Customer for all hours expended and travel expenses incurred on a monthly basis, or after all purchased hours have been expended, whichever occurs first.
 - (b) For firm fixed price Services, Hexagon will invoice the Customer upon completion of the project, or in accordance with any billing milestones specified in the statement of work.
 - (c) An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.
-

- (d) Customer agrees to reimburse Hexagon for all travel and travel-related expenses at Hexagon's cost plus a ten percent (10%) administrative fee.
4. Acceptance. For time and materials Services, acceptance of time and materials hours expended in accordance with this agreement shall be deemed to have occurred as the hours are performed by Hexagon. For firm fixed price Services, acceptance of any Deliverables shall be deemed to have occurred upon delivery of each Deliverable by Hexagon to Customer or completion of each Service described in the statement of work.
 5. Limitation of Liability. IN NO EVENT WILL HEXAGON BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HEXAGON'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HAS BEEN PAID BY CUSTOMER UNDER THIS AGREEMENT AT THE TIME A CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.
 6. Intellectual Property Ownership. The Customer understands that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or that has become known to or has been conveyed to Hexagon, that has commercial value in Hexagon's day-to-day business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs, all of which shall hereinafter be singularly or collectively referred to as Hexagon's Intellectual Property. Customer shall maintain the confidentiality of all Deliverables as it would confidential information/data of its own and shall not disclose same to any Third Party without the prior written consent of an authorized Hexagon contracts representative. The Services and Deliverables provided to Customer pursuant to this agreement are not "work for hire." Any patentable or unpatentable discoveries, ideas, methods, techniques, know-how, concepts, or products; or any works fixed in any medium of expression, including copyright and mask work rights; or any other intellectual property created by Hexagon during the course of the Services shall be the sole and exclusive property of Hexagon. Except as set forth below, no direct or indirect ownership interest or license right in the Services or Deliverables are granted or created by implication. Hexagon may perform the same or similar services for others.
 7. License to Use Deliverables. Hexagon grants to Customer a personal, nontransferable, nonexclusive license to use and copy for Customer's internal business purposes only those Deliverables that are not software. All Hexagon software Deliverables and Third Party software furnished to Customer by Hexagon hereunder shall remain the property of Hexagon or the respective Third Party. Hexagon Customized Software is licensed for use by the Customer subject to Hexagon's End User Software License Agreement. Customer agrees to execute the applicable Hexagon End User License Agreement for Hexagon Customized Software that is furnished without an included End User License Agreement. Customer agrees to execute any applicable Third Party end user license agreement for Third Party software that is delivered to the Customer without an included Third Party end user license agreement.
 8. Infringement. In the event of any proceeding against Customer arising from allegations that the Deliverables or Services furnished by Hexagon infringes U.S. patent, copyright, trade secret, or other proprietary right of any Third Party, Hexagon will, if such allegation is not a result from modifications made by Customer, defend or settle such proceeding, at Hexagon's expense, provided Customer promptly notifies Hexagon in writing and grants Hexagon full authority to defend and settle such proceeding. Hexagon shall make such defense by counsel of its own choosing and Customer shall cooperate with said counsel.
 9. Non-Disclosure.
 - (a) "Proprietary and/or Confidential Information" means all nonpublic information disclosed by either party or their agents to the recipient that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the disclosing party's discoveries, ideas, know-how, concepts, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, algorithms, procedures, discoveries or inventions, and all
-

materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, invented or made by the disclosing party, research, development, processes, procedures, software or other technology developed or owned by the disclosing party; any computer program, marketing and development plans, customer names and other information relating to customers, business plans, and other business affairs, and (ii) third-party information that either party is obligated to keep confidential.

- (b) Both parties to this Agreement recognize that during the pre-proposal, proposal, and post-proposal effort for the work performed, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. This Agreement specifies the process that shall be followed when confidential, proprietary and/or competition sensitive information is exchanged in written or verbal form, as further described in paragraphs (c) and (d) below.
- (c) Any confidential, proprietary and/or competition sensitive information exchanged by the parties and entitled to protection hereunder shall be identified by the furnishing party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.
- (d) Verbal communications, which are considered confidential, proprietary and/or competition sensitive, may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both parties agree to hold such verbal information in confidence in accordance with this Agreement. Verbal exchanges considered confidential, proprietary and/or competition sensitive will be confirmed in writing within two (2) weeks from the date of the transmission of the information.
- (e) The receiving party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of three (3) years from the date this Agreement is terminated, and during such period will use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Agreement. Unless authorized in writing by the party originally transmitting such confidential, proprietary, and/or competition sensitive information hereunder, the receiving party will not otherwise use or disclose such confidential, proprietary, and/or competition sensitive information during the above-mentioned three (3) year period, after which period the duties of the receiving party with respect to confidential, proprietary, and/or competition sensitive information it has received from the furnishing party shall be governed solely by copyright and patent laws, except in the case of software, for which the obligations shall continue until the occurrence of any circumstances listed herein Article (e).

Information shall not be afforded the protection of this Agreement if, on the effective date hereof, such information has been or from the time thereafter such information is:

1. Lawfully developed by the receiving party independently of the information received from furnishing party;
2. Rightfully obtained without restriction by the receiving party from a Third Party;
3. Publicly available other than through the fault or negligence of the receiving party;
4. Released without restriction by the furnishing party to any Third Party;
5. Disclosure is required by a judicial order or decree of governmental law or regulation, provided that the receiving party promptly notifies the furnishing party of such requirement and reasonable opportunity is allowed by the receiving party for the furnishing party to file ~~for or obtain a protective order or otherwise proceed to protect under applicable law the~~ interests of the furnishing party.

- (f) Should the receiving party be faced with legal action regarding disclosure of information under this agreement, the receiving party shall forthwith notify the furnishing party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent
-

disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.

- (g) All proprietary information furnished hereunder shall remain the property of the furnishing party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving party hereunder. The parties shall employ the same standard of care it uses to protect its own proprietary information, but in any event, no less than reasonable care.
 - (h) No license under any patents or any other proprietary right is granted or conveyed by one party's transmitting proprietary information or other information to the other party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the transmitting party to the other party with respect to infringement of patent or any other proprietary right of others.
 - (i) Obligations of the parties with respect to information exchanged under this Agreement prior to its termination shall survive and continue for the time period specified in Article (e) above.
- 10. **Employment.** During a period from the commencement of the work described in the statement of work to twelve (12) months after its completion, Customer shall not employ or engage on any other basis or offer such employment or engagement to any of Hexagon's employees who have been associated with providing services in the statement of work without the prior written approval of Hexagon. Customer agrees that if it employs or engages any Hexagon employee contrary to the preceding paragraph, it shall be liable to Hexagon for liquidated damages in an amount equal to such employee's salary per annum at the time of leaving the employment of Hexagon.
 - 11. **Taxes.** Prices are exclusive of all federal, provincial, or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Hexagon pursuant to this Agreement ("Taxes"). Such Taxes however do not include franchise taxes or taxes based on net income. Customer agrees to pay Hexagon any applicable Taxes or provide Hexagon documentary evidence of an appropriate statutory exemption.
 - 12. **Maintenance.** Customer shall be responsible for the maintaining any Deliverables provided. In the event Customer elects to have Hexagon perform such maintenance, such maintenance may be provided at prevailing consulting service rates pursuant to an additional order or statement of work.
 - 13. **Governing Law.** This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, and the Parties agree to attorn to the jurisdiction of the courts of that State.
 - 14. **Export Control.** With respect to the export by Customer of information and/or Technical Data received as a result of Services rendered under this Agreement, whether in written or non-written form and including documentation pertaining thereto or anything containing the Information and/or technical data; the disclosure of the information and/or technical data to a non U.S. national, or any other activities relating to the Services, Customer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's Information and/or technical data are subject to export controls promulgated by the Government of the United States. Customer warrants that it will not export or re-export, either directly or indirectly, any such information and/or technical data or restricted direct Information and/or technical data thereof without first obtaining any necessary authorization from the U.S. Government when required. Customer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Information and/or technical data shipment. Hexagon cannot be held responsible for the delay in delivery of any training or Services for which an Export License is refused or delayed by the U.S. Government.
 - 15. **Place of Performance.** If any work needs to be performed at Customer's location, Customer agrees to provide, at its own expense, appropriate work place accommodations, computer equipment, software, and necessary access for Hexagon personnel.
 - 16. **Term and Schedule.** The Term and Schedule for Services provided under this agreement will be stated on the Hexagon quote and/or mutually agreed upon statement of work.
-

17. Disclaimer of Warranties. Hexagon does not warrant the type, quality, or results of any Services or Deliverable provided under this SOW. All Services and Deliverables are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES AND DELIVERABLES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
18. Assignment. Neither Party hereto shall attempt to assign or transfer any rights, benefits, or obligations pursuant to this Agreement without the prior written consent of the other Party and any attempted assignment or transfer without such consent shall be void.
19. Entire Agreement. These Terms and Conditions together with the Hexagon quote or the applicable statement of work constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior discussions, agreements, representations, statements, negotiations, and undertakings whether written or oral, and no reference to prior dealings may be used in any way to modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or Services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both Parties. No provision of these Term and Conditions shall be construed as modifying the provisions of any other agreement between Subscriber and Hexagon. Terms and Conditions stated on a Subscriber purchase order will not override the above stated Hexagon Terms and Conditions.

HIS 10052015



ADDENDUM ONE TO
THE
TERMS AND CONDITIONS FOR BASIC CONSULTING SERVICES

Statement of Work for T&M Labor Services

In addition to the Terms and Conditions for Basic Consulting Services to Customer (the "Agreement"), the following terms and conditions apply to any time and material ("T&M") Services statement of work ("SOW") or T&M quotation. Notwithstanding the article entitled "Entire Agreement" set forth in Agreement, the SOW shall supplement the Agreement and have precedence over conflicting terms of the Agreement for any Services in the quotation to which this SOW is attached.

1. **Scope of Services.** Hexagon will provide Services only at the defined labor category on an hourly basis up to the maximum hours set forth in the quotation to which this SOW is incorporated. Subject to the exclusions in Section 3 below, actual tasks to be performed will be determined mutually by the Customer and Hexagon. Customer will be invoiced for actual hours of the Services performed under a T&M contract type as set forth in Section 3(a) to the Agreement. Services will be performed during Hexagon's regular business hours (7:30 am - 4:15 pm Central Time Monday through Friday, Hexagon holidays excluded) either remotely or at the Customer's facility if mutually agreed upon by the parties in advance.
 2. **Period of Performance.** Once executed, the SOW is valid for up to six (6) months from the execution ("Period of Performance"). After the expiration of the Period of Performance, Hexagon will not be able to provide Services hereunder without issuance of a new quotation and SOW. Any additional Services required during the Period of Performance or Services required after the Period of Performance can be quoted separately by the applicable Hexagon Account Manager or Program Manager upon request.
 3. **Exclusions.** Hexagon does not commit to provide any firm Deliverables under the SOW, including but not limited to programming or software development, configuration or customization of software, training, documentation, reports, creation of maps, interface development or installation, software installation services, software customization services, physical move of equipment, etc. Excluded services can be quoted separately by a Hexagon Account Manager or Program Manager upon request.
 4. **Schedule.** Hexagon will schedule Services: (i) upon receipt of this executed quotation, (ii) receipt of Customer's purchase order (if a Purchase Order is required as indicated on the payment and billing instructions of the quotation), and (iii) Customer has no past due payments to Hexagon. Hexagon makes no assurances that resources will be available to meet a specific Customer timeline or schedule. The Customer shall submit requests to the Hexagon Account Manager or Hexagon Project Manager when Services are required hereunder. Schedule will be agreed upon by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager. The schedule will be subject to change upon reasonable notice to the Customer.
 5. **Location.** Unless otherwise agreed upon, all Services hereunder shall be assumed to be remote. On-site Services will only be provided to the extent such location is agreed upon in advance by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager.
 - 5.1 **Remote.** For any Services that will be provided remotely, the Customer shall provide 24 x 7 VPN connectivity (including a logon and password), 24 x 7, to all servers and workstations requiring installation/configuration by Hexagon.
 - 5.2 **On-site.** For any Services that will be performed onsite, the Customer will provide appropriate work area for Hexagon on site personnel to include, but not limited to, desk, connectivity to the I/CAD system, LAN/WAN, and Internet. Customer will be responsible for travel expenses as set forth in Section 3(d) of the Agreement including portal to portal travel time for each employee.
 6. **Loss of Data.** Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for any lost data.
-

7. **Services Warranty.** Hexagon does not warranty the type, quality, or results of any Services provided under this SOW. All Services are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
 8. **No Works for Hire.** There are no software deliverables contemplated under this SOW. The Services provided hereunder shall in no event be considered "works for hire" and Hexagon reserves all rights and ownership in intellectual property conceived, created, or put into practice while such Services are performed for the Customer hereunder.
-



HEXAGON
SAFETY & INFRASTRUCTURE

VILLAGE OF NORTH AURORA, IL

STATEMENT OF WORK ADD-ON AGENCY OF CITY OF AURORA PD

August 18, 2016



CONTENTS

Introduction	3
Assumptions	3
Deliverables	7
Task – Implementation Services	7
Acceptance Criteria	8
Pricing.....	8
Payment Terms	9
Terms and Conditions	9
Approval Signatures	10
Attachment B: Project Deliverable Sign-Off Form.....	11
Attachment D: Public Safety System Specifications.....	12





INTRODUCTION

This document is submitted to serve as a mutually acceptable Statement of Work ("SOW") between Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") and the Village of North Aurora hereinafter ("Customer"). This SOW is for software and services required to add the Village of North Aurora as spoke agency to the City of Aurora Police Department's CAD and RMS Systems. It is assumed that the City of Aurora ("Aurora") and Customer will execute a Memorandum of Understanding regarding the "Hub and Spoke" environment among the organizations.

Requirements not identified in this SOW may be included at additional cost with appropriate revisions to the SOW.

ASSUMPTIONS

- Customer will be involved with the implementation activities being conducted at Aurora. Customer will use the same configurations that Aurora implements, including the I/Dispatcher, I/Calltaker, NetViewer, CADDBM, Background Inquiry, Mobile for Public Safety, and Mobile Responder configurations.
- Customer will cutover to live operations at the same time as Aurora. CAD/MPS and RMS/FBR subsystems will cutover concurrently.
- While Customer will use the same configuration that Aurora is implementing it will be the responsibility of Customer to maintain their own personnel and user access. No additional implementation effort is included for unique Customer configurations.
- It will be Customer's responsibility to maintain and sync their codes to be consistent with Aurora.
- This SOW assumes the Customer and Aurora will be using the same network protocol and middleware, if not additional licenses of I/MDT and I/Tracker will be required. If Customer does not use the same network protocol and middleware as Aurora, Customer will require an additional license of I/MDT and I/Tracker as well as a quote for services to install and configure them.
- Customer will use the current set of I/Informer and MPS transactions and responses that are used by the Aurora. If additional transactions or changes to standard responses are required, additional services will need to be quoted and a change order processed.
- This SOW does not include any mapping services. All mapping work will be done by the Customer or Aurora using Aurora's existing GIS and CAD mapping system and processes.
- The Customer is responsible for developing any stress testing methodology, and for testing any Customer scripts or installation packaging technology used by the Customer to load the client software. This task must be completed prior to readiness review and according to the mutually agreed upon project schedule.





- This SOW does not include any customizations or the development of any new forms or queries.
- Hexagon will install MPS client software on up to five (5) mobile devices while training the Customer's System Administrator on how to install the MPS client applications, per the license purchased for each.
- Data conversion is not included
- There will not be a separate Reliability Test Period.
- Hexagon and Customer will review the SOW and determine a mutually agreeable date for the services to be performed, which shall be synchronized with the project schedule for Aurora's implementation of its System. . Notwithstanding the foregoing services shall begin within six months of execution of the SOW. Note: The Customer must execute and issue a PO (if applicable) prior to any tentative dates being confirmed.
- Customer is responsible for the purchase, installation, configuration and administration of its network infrastructure. The Network Infrastructure shall meet the defined System Specifications attached hereto as Attachment D and the Customer must ensure connectivity between Aurora's servers and Customer's clients.
- Customer is responsible for having current backups of its data.
- Hexagon shall have timely access to Customer Project staff. The Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project.
- Customer shall provide Hexagon with access to all relevant data, documents, plans, reports, and analyses related to the scope of work and responsibilities of this Project.
- All Software will be electronically delivered.
- Customer shall assign a Customer Project Manager to the Project.
- Customer shall have at least one System Administrator available to perform and/or support all Customer Responsibilities and respond to Hexagon requests.
- Customer shall have technical resource(s) and subject matter expert(s) ("SME") available with the skills necessary to perform and/or support all Customer Responsibilities and respond to Hexagon requests.
- Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent the Customer requires Hexagon personnel to undergo the criminal background check, it shall arrange for such criminal background check and fingerprinting and be responsible for any and all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed any law enforcement agency.
- Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the Project. Unrestricted system and VPN access via SecureLink is required for Hexagon developers and implementers who will need to have access to multiple





infrastructure platforms at the same time. Hexagon personnel will be provided individualized system access credentials by Customer. Customer shall allow Hexagon authorized resources VPN access 24 hours a day, seven days a week for the duration of the Project.

- Customer shall provide Hexagon Project Manager with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of the Customer's System during working and non-working hours.
- Hexagon will require external VPN access while on site to access various Hexagon resource libraries.
- After completion of this Project, Hexagon will VPN using SecureLink in to the live System only at the Customer's request and will follow the Customer's required VPN access procedures.
- Once Hexagon provides the Customer a task completion form signifying it believes it has completed the applicable task, the Customer shall within ten (10) calendar days execute the same indicating the task is complete and/or accepted or the Customer shall identify in writing why the task is not complete in light of the task completion criteria. If the Customer fails to provide either written response within ten (10) calendar days, the task shall be deemed completed/accepted.
- Customer shall schedule and coordinate with third party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, respond to Hexagon requests and support the testing of interfaces, as required.
- Customer will coordinate and facilitate any discussions with third party vendors and ensure they are available for support during live Cutover, if needed.
- Except for Customer personnel attending Hexagon conducted classes/workshops, Customer is responsible for training users on all functionality.
- All System Documentation and Training documentation, if any, provided by Hexagon under this SOW will be standard COTS documentation and Help Files, and the aforementioned documents will not be customized to Customer's site specific configuration. All documentation provided by Hexagon will only be provided in electronic format.
- To the extent training is included in this SOW, the maximum length of a training day is eight (8) hours, which includes breaks. Specific start and end times of classes/workshops will be established at least fourteen (14) calendar days prior to the commencement of classes/workshops.
- Customer shall provide Hexagon with any and all information requested by Hexagon necessary for it to perform its tasks set forth herein.
- Customer is responsible for conforming to Hexagon supported environments, software requirements and System Specifications as set forth in Attachment D.
- Informer/Mobile/FBR functionality assumes Customer is using MPS.
- This SOW does not include the development of any new forms for I/Informer or MPS (if applicable) unless specifically identified herein.



- Customer is responsible for ensuring that a connection to the state's NCIC/CJIS switch is available for use by Hexagon and that transactions received by the system in a test environment are in the same format and contain the same information to those received in a production environment.
- Customer is responsible for ensuring that documentation detailing the formatting, development\design, and connection information (IP, protocol, credentials, etc.) is provided to Hexagon either by the State or by the Customer. If this information is not provided by the State the Customer is responsible for collecting\determining this information and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by the Customer.
- To the extent Hexagon requires additional information, switch availability or access from the State related to the States' NCIC/CJIS switch, the Customer shall be responsible for obtaining such information or access from the State as reasonably requested by Hexagon.
- Per CJIS security policy, customers who wish to access US national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. The Customer is responsible for ensuring that their data communications infrastructure and devices comply with CJIS and applicable State requirements.
- Except for hardware and third party software provided under this SOW, Customer is responsible for any hardware and third party software necessary for implementing interfaces.
- Response and resolution of any errors logged by the Customer is subject to Aurora providing access to its servers and agreement to allow any necessary changes to its server software to address such errors.
- Hexagon has not included any training classes herein. The Customer will coordinate with Aurora about attending any training classes Aurora has previously purchased from Hexagon subject to the provisions of the Aurora System Implementation Agreement with Hexagon. Hexagon can quote training classes to Customer upon request.
- Hexagon's Project Manager will not have any meetings prior to cutover or produce any specific status reports for Customer. Any and all such meetings and reports shall be directed towards Aurora. Subject to Aurora's agreement, Hexagon can make those status reports available to the Customer and Customer may attend any meetings between Hexagon and Aurora's Project Managers.
- The Quote includes one year of Extended Warranty for each subsystem (MPS and RMS/FBR) that commences upon cutover of the applicable subsystem. Subject to the Memorandum of Understanding between Customer and Aurora and the terms set forth herein, the Maintenance Agreement describes the support and provisions related to providing such support that will be provided during the Extended Warranty. If the Customer desires maintenance services following the Extended Warranty it shall contract with Hexagon separately in accordance with the Maintenance Agreement attached to the Quote.

DELIVERABLES

The deliverables for this

- Mobile for Public Safety CC (IPS0080) – Qty: 12
- InPURSUIT RMS Desktop Client (RMS0002) – Qty: 5
- InPURSUIT FBR Client CC (RMS1105) – Qty: 12
- Project Management Services
- Implementation Services
- One year Extended Warranty beginning upon cutover (production use)

TASK – IMPLEMENTATION SERVICES

Hexagon will provide the following software installation services and transition to live operations services as noted below:

TASK DESCRIPTION

- Will ensure connectivity to Aurora servers
- Install product software in the test environment and verify the software has been configured in accordance with Aurora's configurations.
- Provide testing support services
- Answer questions and address any issues identified during testing, subject to the Aurora providing access and agreement to make any changes to its server software.
- On-site (at Customer's site) support services provided during cutover of the Aurora

Task Prerequisites

- All configuration (including parameters, GUI, NetViewer Client) will be existing Aurora configurations.
- Aurora will perform any needed map work and map rolls needed during the beginning of this project.
- The Customer will not share a system administrator with Aurora.
- Customer will be using standard COTS product and therefore no Acceptance Test Plans will be provided by Hexagon.
- Customer will use existing statute table. Employee information can be seeded from CAD, if available. Otherwise, manual entry of employees is required.
- Customer will use the same queries, forms and existing message switch developed for Aurora and no changes are required.



Task Prerequisites

The following items must be completed by the Customer and fully deployed prior to beginning this task:

- Remote access enabled on all servers for the Hexagon users account(s).

Task Completion Criteria

This task will be complete when the interface configurations have been preserved and configured to support the new agency.

The Customer will be provided with a task completion signature form to confirm that the task has been completed.

TASK COMPLETION CRITERIA

This task will be considered complete once cutover to live operations has occurred

ACCEPTANCE CRITERIA

The SOW shall be considered accepted with either written acceptance by the Customer or upon production use of CAD/MPS subsystem and upon production use of WebRMS/FBR subsystem, whichever comes first.

PRICING

Pricing for the SOW is in accordance with the attached Hexagon quotation.





PAYMENT TERMS

Payment for this SOW will be due according to the following payment schedule:

PAYMENT MILESTONE	PAYMENT PERCENTAGE
Upon execution of SOW	30%
Upon delivery of software to test environment	50%
Upon acceptance of the CAD/MPS subsystem as defined in the Acceptance Criteria	10%
Upon acceptance of the WebRMS/FBR subsystem as defined in the Acceptance Criteria	10%

Payment is due thirty (30) days from the date of invoice. An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.

TERMS AND CONDITIONS

The terms and conditions governing this SOW are set forth in the Quote.





APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

AUTHORIZED HEXAGON SIGNATURE		
Name:	Jennifer Williams Director, U.S. Sales Accounting Hexagon Safety & Infrastructure Division	
Signature:		Date: 9-16-2016

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		Date:





ATTACHMENT B: PROJECT DELIVERABLE SIGN-OFF FORM


PROJECT DELIVERABLE SIGN OFF FORM

CUSTOMER NAME, ANYWHERE USA – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks

☐ Payments

☐ Plans/Designs

☐ Training

☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION THIS SECTION DESCRIBES THE DELIVERABLE	\$AMOUNT OF PYMT (If applicable)

With the deliverable described above complete, the Customer shall have ten (10) working days after receipt of a written request from Hexagon to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) working day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

Authorized Customer Representative
Customer Contact Name

SIGNATURE

DATE





ATTACHMENT D: PUBLIC SAFETY SYSTEM SPECIFICATIONS

CAD 9.3 System Specifications

General Notes

This document provides the specifications for hardware and software required to support the Intergraph I/CAD System, Intergraph inPURSUIT System, and BI Premium. This document is available online through the Knowledge Management System at: <https://sgisupport.intergraph.com/>. To retrieve the specifications, enter the article ID "6706" or "Public Safety System Specification" in the Knowledge Search field. Before you proceed, make sure you have the most up-to-date version of this document.

The below specifications reflect technology that is currently considered standard and is routinely available from hardware vendors and should be used when purchasing new equipment. For those customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration. These specifications apply to servers in any form factor, including rack mounted, blade, or standalone tower servers.

Intergraph Public Safety Virtual Environment Requirements

All I/CAD servers have been tested in a virtual environment with VMware vSphere 5.1, and are supported as long as the dedicated resources meet or exceed the hardware CPU, memory, and disk space requirements detailed in this document. Intergraph recommends dedicated resources, meaning that the host resources should not be over-subscribed. If the recommendations listed below for VMs totals 50 cores then you should not run those VMs on a dual 10 core host with Hyper-threading enabled because that only provides 40 virtual cores for assignment. The same policy applies to memory and disk. These specifications apply to servers in any form factor, including rack mounted, blade servers, or standalone servers.

Licensing of the Windows Server OS, SQL Server, and especially Oracle may have unique licensing requirements under VMware.

The recommended disk configuration for the Operating System and Applications of the Virtual Machines (VMs) is RAID10 and should be on separate disks from any database disks.

For communication / interface servers, virtualizing the interface/ communication server is supported. If there are any serial RS232 interfaces on the communication / interface server, then a serial-to-IP conversion device will be required since a virtualized interface server may not have an RS232 port. For a Serial-over-IP device Intergraph has tested with the Digi PortServer® TS serial server.

http://store.digi.com/index.cfm?fuseaction=category.display&category_id=116

There are currently no plans to certify I/CAD clients with virtualization.





Database Storage Requirements

It is very important to keep in mind that Intergraph developed the following hardware requirements with the best possible performance and safety in mind. We also kept at the forefront of our mind that the systems we provide support a life safety software application and need to be of the quality and heft to support the tasks for which they are designated. The very nature of the business in which our software operates does not tolerate average or sub-standard performance. When the outside world is at its worst our applications and their hardware platforms need to be at their best. Intergraph understands the requirements listed below may seem excessive. These requirements are meant to provide the required performance during a large incident when time is most critical. The hardware requirements outlined below were created to meet these goals.

Intergraph Public Safety Applications and their associated interfaces are database write/read intensive (65% write\35% read) applications. The single point of most likely bottleneck in a database server is the disk subsystem. When viewing our disk storage requirements focus on the performance more than on the disk space. Think of the overall spindle count available for the database related files on the disk. Performance has driven the requirements for database storage system. The database vendors have stated that using a S.A.M.E. approach (Stripe And Mirror Everything) to disk storage is the best way to ensure adequate performance of the disk subsystem. We have heeded their advice and present the following requirements for the system.

With regard to disk space requirements, consider how much historical data you want to keep on the live system. In particular, features such as attachments, GPS tracking data and external query results can increase the space requirements. Since the tables containing the attachments, GPS tracking, and the external query results can become large, Intergraph recommends that you segregate this data onto separate disk. For Oracle and SQL Server, the tables are specifically designed to be placed into separate tablespaces (Oracle) or filegroups (SQL Server) for performance and storage reasons.

Important: The size of your storage is dependent on several factors:

- 1) Storing attachments, images, video, and tracking data in your database or a separate database
- 2) How often you archive the data

For all customers, Intergraph requires implementing dedicated LUNs and RAID10 groups specifically for the database files with as many fast spindles as your storage subsystem will allow. Please see the hardware configuration specifications on the following pages for the required number of disks or IOPs.

The database servers each have their own database files which must be on separate LUN groups if they are within the same storage array to insure optimal system availability and performance. Customers should not implement RAID5 or RAID6 for the database servers.

When Utilizing a SAN to support a virtual environment it is recommended that Solid State Drives be utilized to meet the IOPs requirements and spinning disks to meet the space requirements. Spinning disks of different speeds can be utilized such as 15K or 10K drives for active data and slower drives for backup volumes. The ideal configuration would be a SAN that Tiers data (places the most active data on the fastest drives and less used data on slower drives.)



CAD Database Servers (Including Web and Archive/Report Servers)

The specifications are organized by I/CAD System size in effective seats. Effective seats are computed via the following formula:

Effective seats = # of I/Dispatcher Clients + # of I/Calltaker Clients + (# of Mobile Clients)/5 + (# of I/NetViewer Clients and I/NetDispatcher clients)/5

As an example, a customer site with:

- ▶ 10 - I/Dispatcher Seats
- ▶ 5 - I/Calltaker Seats
- ▶ 100 – Mobile Clients (Mobile\MPS or Mobile Responder concurrent counts)
- ▶ 50 - NetViewer and NetDispatcher Clients

Would equate to: $(10+5) + (100)/5 + (50)/5 = 45$ Effective Seats

The customer's hardware must meet the required specifications below in order for the CAD System to meet the published Intergraph performance standards.

Small Configuration: 1-50 Effective Seats

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 240GB SSDs ² OR SAN Space of 250GB and 5000 IOPS (Per DB) OR (10) – 15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit ³	2008 R2 Enterprise Edition or 2012/2012 R2 Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380



¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.

² <http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2.5in-SATA-6Gbs-20nm-MLC>

³ If you are using Windows Server 2008 R2, you will need Windows Server Enterprise Edition for server memory greater than 32GB. You can use Windows Server 2012 or 2012 R2 Standard Edition.

Medium Configuration: 51-250 Effective Seats

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB ⁴
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 480GB SSDs ² or Intel® SSD DC S3700 Series 400GB SSDs ³ OR SAN Space of 400GB and 10000 IOPS (Per DB) OR (14) – 15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit ⁴	2008 R2 Enterprise Edition or 2012/2012 R2 Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730 or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.

² <http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2.5in-SATA-6Gbs-20nm-MLC>

³ <http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2.5in-sata-6gbs-25nm-mlc>

⁴ If you are using Windows Server 2008 R2, you will need Windows Server Enterprise Edition for server memory greater than 32GB. You can use Windows Server 2012 or 2012 R2 Standard Edition.





Large Configuration: 251-500 Effective Seats

ITEM	SPECIFICATION
Processors	16 cores
Memory	64GB ⁴
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 – 4 SSDs RAID1 meeting specs similar to - Intel® SSD DC S3700 Series 400GB ² or 800GB SSDs ³ OR SAN Space of 400GB and 20000 IOPS (Per DB) OR (24) – 15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit ⁴	2008 R2 Enterprise Edition or 2012/2012 R2 Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730xd or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.

² http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

³ http://ark.intel.com/products/71916/Intel-SSD-DC-S3700-Series-800GB-2_5in-SATA-6Gbs-25nm-MLC

⁴ If you are using Windows Server 2008 R2, you will need Windows Server Enterprise Edition for server memory greater than 32GB. You can use Windows Server 2012 or 2012 R2 Standard Edition.

The usable storage capacity of a RAID 1+0 array is $(N/2) \cdot S_{\min}$, where N is the total number of drives in the array and S_{\min} is the capacity of the smallest drive in the array. It is recommended to use same size drive in the array.

Storage capacity examples:

24 - 146 GB drives with RAID 10 = 1752 GB total storage



CAD Archive Server

An archive database can be used to store years of data for reporting, while keeping the live system pruned down to a smaller size, to improve performance. The I/CAD BI Direct software typically reads data from an archive database and dependent on the site may run on the same server. If you are running BI Direct on the archive server it is recommended that you increase CPU, memory and storage by 4 cores, 32GB of memory and 300GB of space on the apps drive.

Keep in mind that adding additional cores to the Archive server will increase the licensing costs of the Database software. Each customer is encouraged to weigh their options. For a virtual environment a separate server is usually best.

CAD Standalone BI Direct Server

ITEM	SPECIFICATION
Processors	6 cores
Memory	64GB
Disk – OS	(2) - RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.



CAD Interface-Communication Servers

For sites with 1-250 Mobile clients, the following specifications are recommended. If the number of concurrent mobile servers exceeds 250 then it is recommended that Mobile be allocated its own Server, 1 server for every 450 concurrent mobiles. The specifications do not change per server.

If there are a large number of Interfaces (more than 30) then an additional Interface server may be required please consult with a system configuration consultant.

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

I/NetViewer and I/NetDispatcher Communications Servers

I/NetViewer and I/NetDispatcher will normally be installed on the archive server (cannot reside with BI Direct). If the total number of concurrent users exceeds 100 then a separate web server is recommended. If the number of concurrent users exceeds 250 then additional web servers are required and a hardware load balancer is recommended. For information on the required Microsoft Internet Explorer version(s) supported please see the CAD Supported Environments documentation. The Workstation used to access the application should be on a network with a minimum of 1Mbps or higher of bandwidth per client to the database.

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended



ITEM	SPECIFICATION
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies.

Communications Controller Servers

Intergraph Communications Controller is Intergraph's support for Next Generation Emergency Communications. This encompasses the handling of Next Generation calls and call data that will be received by the PSAP as they transition to Next Gen 911/112, etc. This includes a Call Control module that receives voice, TTY, and text calls with multimedia in the I/Calltaker and I/Dispatcher products. The following specifications are limited to no more than 50 Communication Controller client positions

- Note:** The secondary server provides hot backup in the event of the primary server going down. Due to the critical nature of PSAP 911 call taking, Intergraph requires redundant servers for Intergraph Communications Controller.

ITEM	SPECIFICATION
Telephone System	Intrado
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity.



Off Site Backup CAD Servers

If the Off Site CAD system performance is expected to match the system performance of the Production CAD system, then the Off Site system must be configured identically to the customer's Production system. This is the recommendation of Intergraph.

Test / Training CAD Database Servers

If the Test/Training system performance is expected to match the system performance of the Production CAD system (i.e. used for load testing), then the Test/Training system must be configured identically to the customer's Production system. The Test I/CAD System is used to test new functionality or updates prior to deployment on the customer's live system. A Training system is a copy of the customer's live system that is used to train new employees without impact to the live system. In addition to the hardware, if the customer requires an I/CAD system for Test/Training and wants that system performance to be identical to their Production system, then all software licenses must also be the same.

If test will not be utilized for load testing follow the guidelines for a small site for server specifications. Usage of Standard edition for the database software is acceptable.

If a separate training environment will be utilized (Training licenses are required if training more than 30 days per year but can still exist on the test servers.) follow the guidelines for a small site for server specifications. Usage of Standard edition for the database software is acceptable.

Test and/or Training Interface Communications Servers

Configure the test/training servers identically to their production counterparts.

CAD Dispatcher / Calltaker Workstations

ITEM	SPECIFICATION
Processors	i5-3340 Processor or better (3 rd Gen) 64 bit OS
Memory	8GB
Internal Disk	80GB or greater
OS	Windows 7 or Windows 8.1
Monitors	Dual 21" or larger recommended ¹
Speakers	Yes
NIC	Single 1Gb required
Example Hardware	Dell Optiplex 7010, Precision T1700, or HP Z420

¹ The monitor and Video card in the CallTaker/Dispatcher workstations should be based on the customer's needs. The mapping workstation's Monitor and Video card should match those specified for the CallTaker and Dispatcher workstations to avoid visual discrepancies.





Interoperability Framework / BizTalk Servers

Non High Availability / Single Server Configuration

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹
Disks - Database and Logs	(4) -15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.

High Availability – Dual BizTalk Servers and Dual Database Servers

For customers that need high-availability configurations with redundant BizTalk servers, a hardware Network Load Balancer is **required**. Software-based load balancing is not sufficient.

BizTalk servers

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.





BizTalk Database servers – configured in a Microsoft Failover Cluster

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 or 2012 R2 Standard Edition or Datacenter
External Shared Storage (Attached to both servers)	(6) – 15K RPM Disks ¹
Example Hardware	Dell PowerEdge R630 + MD3220 or HP DL360 + MSA2000

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.



Mapping Workstation Specifications

For Mapping, the best practice is to have the map staging database reside on a high powered map workstation for the following reasons:

- ▶ Much better performance; not impacted by slow networks
- ▶ There is no impact to the network during the map build processes
- ▶ A map build can still be done if the network is down or if IT is working on the network

It is not recommended that the map workstation be a server primarily due to the lack of a graphics card and this usually requires remote connections which limit the user to one monitor. These two factors severely impact the true colors, line widths, and look of the map file which makes it extremely difficult for the user to generate a map that will look and function properly in I/Dispatcher.

General Map Dataset Size Guidelines

Small to Medium dataset

- ▶ Small to medium city or rural county
- ▶ Estimated street centreline count is less than 200,000 and address point count is less than 200,000

Large dataset

- ▶ Highly urbanized city/county, multi-county, or state
- ▶ Estimated street centreline count is greater than 200,000 or address point count is greater than 200,000





Type 1 Configuration – Small to Medium Dataset; database is local on map workstation

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	16GB or better
Internal Disk	250GB SSD w/Sustained Read/Write > 500 or better
OS	Windows 7 Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

Type 2 Configuration – Small to Medium Dataset; database is on networked server

ITEM	SPECIFICATION
Processors	Dual Core Intel 2.4GHz or better
Memory	16GB or better
Internal Disk	250GB or better
OS	Windows 7 Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision





Type 3 Configuration – Large Dataset; database is local on map workstation

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	16GB or better
Internal Disk	(1) - 128GB SSD w/Sustained Read/Write > 500 or better (1) - 256GB SSD w/Sustained Read/Write > 500 or better
OS	Windows 7 Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

Type 4 Configuration – Large Dataset; database is on networked server

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	16GB or better
Internal Disk	500GB or better
OS	Windows 7 Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

² The monitor and Video card should be the same as the I/Calltaker and I/Dispatcher workstations to avoid visual discrepancies.



BI Premium for Public Safety – Server Requirements

There are three main server functionalities for BI.

- ▶ **Database Server**

This server runs either SQL Server or Oracle, and hosts the Landing Zone, Data Warehouse, and the BOE and DS Repositories. (Note that SAP recommends against hosting the CMS on a shared database server as we typically install.)

- ▶ **Web Server**

(Business Objects Enterprise)- This machine serves the Web access to Business Objects.

- ▶ **Data Services**

This machine extracts the data from the CAD/RMS server to the Landing Zone, and then processes the data from the Landing Zone to the Data Warehouse.

Using our original size division, we provide three hardware configurations:

- ▶ Small: Up to 20 active users
- ▶ Medium: 21 – 50 active users
- ▶ Large: 51 or more active users

A small configuration typically consists of two servers, one combined Database and Data Services machine, and a BOE web server.

A medium configuration splits the Database and Data Services onto dedicated machines, and increases capacity in all servers.

A large configuration again ups the specs, and adds an additional BOE application server for each 50 additional active users. (100 users would require a Database server, a Data Services server and two BOE servers.)

All servers should have Dual NIC cards (1Gb minimum), and standard peripherals.



BI Premium for Public Safety Data Services

ITEM	SPECIFICATION
Processors	4 cores
Memory	64GB
Disk Qty:	(2) – 15K RPM disks RAID1
Network	Dual 1Gb required
Windows Server 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

BI Premium for Public Safety Business Objects Enterprise / Web Server

ITEM	SPECIFICATION
Processors	Small – 8 cores Medium\Large – 12 cores
Memory	Small – 32GB Medium\Large – 64GB
Disk Qty:	(2) – 15K RPM disks RAID1
Network	Dual 1Gb required
Windows Server 64bit	Small - Standard Edition Medium\Large – Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

Note: For a large system, we recommend adding an additional server for each additional group of 50 active users.





BI Premium for Public Safety Database Server

The BI Database Server must match the Database platform (Oracle\SQL Server) of the source system.

BI Premium for Public Safety – Specifications for a Small System

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 240GB SSDs OR SAN Space of 250GB and 5000 IOPS (Per DB) OR (10) – 15K RPM disks RAID10 ¹
Network	Dual 1Gb required
Windows Server 64bit	Standard Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.





BI Premium for Public Safety – Specifications for a Medium System

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 480GB SSDs or Intel® SSD DC S3700 Series 400GB SSDs OR SAN Space of 400GB and 10000 IOPS (Per DB) OR (14) – 15K RPM disks RAID10 ¹
Network	Dual 1Gb required
Windows Server 64bit	Enterprise Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and **total storage needs** are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

BI Premium for Public Safety – Specifications for a Large system

ITEM	SPECIFICATION
Processors	16 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2-4 SSDs RAID1 meeting specs similar to - Intel® SSD DC S3700 Series 400GB or 800GB SSDs





ITEM	SPECIFICATION
	OR SAN Space of 400GB and 20000 IOPS (Per DB) OR (24) – 15K RPM disks RAID10 ¹
Network	Dual 1Gb required
Windows Server 64bit	Enterprise Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.





System Software Specifications

For information on the System Software requirement see the Supported Environments documentation on the Customer Support page. To access the supported environments document from the support page

- Go to the [SG&I Support Portal](#).
- Under the **Please Sign In** heading, type your username and password and click **Login**. If you are not a registered user, click the **Not a Registered User?** link.
- Click the **Products (A-Z)** tab.
- From the **Product Family** list, click the link to your product family.
- On the **Family** page for your product, click the link for your product.
- On the product page, do one of the following:
- Under **Product Information**, if the **Product Releases** are listed, click the product release. On the **Product Release** page, click the document you want to read:
- To read about system requirements, click **Supported Environments**.





Operating System Best Practices

Overview

How the operating system is configured can greatly impact the installation and setup of the Intergraph applications downstream. Taking steps early in the setup of the server to ensure a proper configuration will make later software installation and configuration far easier.

Machine Names

Every computer is given a name that can be used to access resources on that computer. This is often referred to as the node name, NetBIOS name, or machine name. This is probably the one aspect of standard server configuration that is likely to be dictated by the customer. It is not uncommon for large IT organizations to have naming conventions in place (Called UNC – Universal Naming Convention) that they want applied to all devices within the span of their control.

The following table shows the desired server name conventions for a standard I/CAD installation should the customer have no preference:

PURPOSE	SUGGESTED NODE NAME	NOTES
Active CAD Database	CAD01	
Standby CAD Database	CAD02	
Primary Com/Interface	CADCOM01	
Additional Com/Interface	CADCOM02	Increment number as needed (CADCOM03, etc.)
CAD Training Server	CADTRAIN01	
CAD Test Server	CADTEST01	
Mapping Server	CADMAP01	

Machine names should be finalized before the database applications are installed. This is far more important in an Oracle or Cluster setup than in SQL Server but is best to have the names cemented before application installation and setup occurs.

Domain

If the customer is using an existing domain, the machines will have to be joined to the domain by a customer who has a domain administrator account. If your site is standing up a domain for the first time, and Intergraph is responsible for its configuration, work closely with your Intergraph implementation consultant to insure domain best practices are followed.

Important: If you are going to use SQL Server AlwaysOn Availability Groups as your high availability solution, the database servers must be part of the same Windows domain, and part of the same shared-nothing Windows





cluster. In order to setup a SQL AlwaysOn cluster we need a Domain level Service account for the SQL to run under, this account will also manage the cluster.

The requirements for the account are:

1. It must be a domain level account
2. It should have a complex password
3. The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)
4. The account needs full control of the AD Computer objects that will participate in the cluster
5. The AD Computer object for the cluster needs to be pre-staged.
 - a. Reference article
<https://technet.microsoft.com/en-us/library/dn466519.aspx>
 - b. Create the object
 - c. Grant the service account full control
 - d. Disable the account
6. If this is for WebRMS then the AlwaysOn Listener also needs to be pre-staged
 - a. Reference Article
<http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails>
 - b. Create the object
 - c. Grant the cluster computer object full control of the listener object
 - d. You can disable it but it is not required.

If you are going to use SQL Server Database Mirroring as your high availability solution, it is important to obtain a domain login that can be used as a service account for running the database related services. The account will need administrator privileges on the local machines running the database applications, but does not need to be a domain administrator account. The passwords should be set to never expire.

It is recommended but not required that a domain controller and DNS server be collocated with the Public Safety Servers. If these services are provided from a remote location and the connection is lost it will impact functionality.

User Accounts

Intergraph staff working on the project may require administrator privileges on the machine.

If the customer has a domain and the machines are joined to the domain, the customer may choose to create domain level logins for Intergraph personnel. If this is the case, then each Intergraph domain account will need to be granted the appropriate permissions for the tasks they are performing.





REMPE-SHARPE

& Associates, Inc.

Principals

J. Bibby
D. Watson

P.E. S.E.
P.E.

B. Bennett
G. Ulreich
L. Vo
J. Whitt

P.E. CFM
P.E.
P.E.
P.E.

CONSULTING ENGINEERS

324 West State Street
Geneva, Illinois 60134
P.E. Phone: 630/232-0827 – Fax: 630/232-1629

September 27, 2016

Village of North Aurora
25 East State Street
North Aurora, IL 60542

Attn: Mike Glock

Re: 2016 MFT Pavement Striping

File: NA-584

Dear Mr. Glock,

In accordance with the Advertisement for Bids, the Village of North Aurora opened bids for the 2016 MFT Pavement Striping Project on Tuesday, September 27, 2016. Prior to bidding, the Engineer sent out the Advertisement for Bids to nine (9) contractors and three (3) construction news journals. It was also advertised in the Daily Herald.

The project consists of installation of thermoplastic pavement marking and related rehabilitation work, in accordance with the Plans and Specifications as set forth in the Contract Documents at various locations throughout the Village of North Aurora.

Seven (7) contractors purchased plans and specifications for the project. Bids were submitted by six (6) contractors.

A summary of the Bid Proposals received is as follows:

BIDDER

BID AMOUNT

Precision Pavement Markings, Inc., Elgin, IL	\$ 9,009.40
Maintenance Coatings Company, South Elgin, IL	\$11,334.00
Marking Specialists Company, Arlington Heights, IL	\$13,390.00
Mark-It Striping, Inc., Romeoville, IL	\$16,577.50
A.C. Pavement Striping Co., Elgin, IL	\$19,030.00
Road Safe Traffic Systems, Romeoville, IL	\$25,832.50
Engineer's Estimate	\$ 9,950.00

Village of North Aurora
Attn: Mike Glock

2016 MFT Pavement Marking Striping
September 27, 2016
Page 2 of 2

The attached Bid Tabulation gives an itemized cost for all of the bids. The low responsible bidder, Precision Pavement Markings, Elgin, IL was \$940.60, or 9%, lower than the Engineer's Estimate of \$9,950.00.

The Engineer has worked with the Contractor, Precision Pavement Markings, Inc., on similar projects in the past. The contractor performed the work in accordance with the contract documents and completed the projects on time.

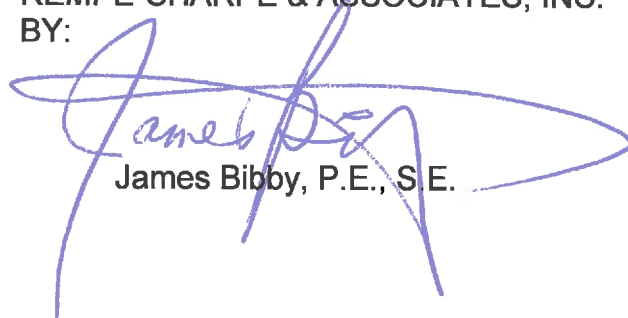
Therefore, Rempe-Sharpe & Associates, Inc. recommends that the Village of North Aurora award the 2016 MFT Pavement Striping Project, in the amount of Nine Thousand, Nine Dollars and Forty Cents (\$9,009.40) to Precision Pavement Markings, Inc., Elgin, Illinois.

Enclosed, please find three (3) copies of the Notice of Award for 2016 MFT Pavement Striping Program. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Precision Pavement Markings, Inc., return one signed copy to Rempe-Sharpe & Associates, Inc., and retain one signed copy for the Village's files.

If there are any questions, please feel free to contact the undersigned.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.
BY:



James Bibby, P.E., S.E.

Enclosure

E.C. Steve Bosco, Village of North Aurora
Bill Hannah, Village of North Aurora

BID TABULATION
2016 MFT PAVEMENT STRIPING
VILLAGE OF NORTH AUROA

08/27/16

BY: JB

NA-584

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		PRECISION PAVEMENT MARKINGS, INC. ELGIN, IL		MAINTENANCE COATINGS SOUTH ELGIN, IL		MARKING SPECIALIST ARLINGTON HGTS, IL		MARK-IT STRIPING ROMEIOVILLE, IL		AC PAVEMENT STRIPING ELGIN, IL		ROAD SAFE TRAFFIC SYSTEMS ROMEIOVILLE, IL	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Thermoplastic Pavement Marking, Line 4"	2,000	LF	\$0.50	\$1,000.00	\$0.60	\$1,200.00	\$0.70	\$1,400.00	\$0.82	\$1,640.00	\$1.25	\$2,500.00	\$0.98	\$1,960.00	\$1.30	\$2,600.00
2	Thermoplastic Pavement Marking, Line 6"	3,750	LF	\$1.00	\$3,750.00	\$0.89	\$3,337.50	\$1.20	\$4,500.00	\$1.40	\$5,250.00	\$2.00	\$7,500.00	\$1.50	\$5,625.00	\$1.95	\$7,312.50
3	Thermoplastic Pavement Marking, Line 12"	1,150	LF	\$2.00	\$2,300.00	\$1.75	\$2,012.50	\$2.20	\$2,530.00	\$2.80	\$3,220.00	\$2.85	\$3,277.50	\$4.50	\$5,175.00	\$4.60	\$5,290.00
4	Thermoplastic Pavement Marking, Line 24"	400	LF	\$4.00	\$1,600.00	\$3.75	\$1,500.00	\$4.40	\$1,760.00	\$5.60	\$2,240.00	\$5.00	\$2,000.00	\$9.50	\$3,800.00	\$13.25	\$5,300.00
5	Thermoplastic Pavement Marking, Letters & Symbols	260	SQ FT	\$5.00	\$1,300.00	\$3.69	\$959.40	\$4.40	\$1,144.00	\$4.00	\$1,040.00	\$5.00	\$1,300.00	\$9.50	\$2,470.00	\$20.50	\$5,330.00
TOTAL COMBINED BID				\$9,950.00		\$9,009.40		\$11,334.00		\$13,390.00		\$16,577.50		\$19,030.00		\$25,832.50	

NOTICE OF AWARD

Dated _____, 2016

TO: _____ PRECISION PAVEMENT MARKINGS, INC. _____

ADDRESS: _____ P.O. BOX 705 _____

_____ ELGIN, ILLINOIS 60121 _____

_____ 847-931-9092 _____

PROJECT: _____ 2016 MFT PAVEMENT STRIPING _____

CONTRACT for the 2016 MFT Pavement Striping Project consists of installation of thermoplastic pavement marking and related rehabilitation work, in accordance with the Plans and Specifications as set forth in the Contract Documents at various locations throughout the Village of North Aurora.

You are notified that your Bid dated SEPTEMBER 27, 2016, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the 2016 MFT Pavement Striping Project

The Contract Price of your contract is NINE THOUSAND NINE DOLLARS AND FORTY CENTS (\$9,009.40).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

NONE

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

VILLAGE OF NORTH AURORA

By:

(AUTHORIZED SIGNATURE)

(TITLE)

Copy to ENGINEER

Accounts Payable

To Be Paid Proof List

User: bhannah
 Printed: 09/29/2016 - 12:54PM
 Batch: 00502.10.2016 - 10032016



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
150 S. Lincolnway, LLC						
035000						
2015 TIF Reimbursement	9,562.33	12-480-4784	TIF Reimbursements/Grants	2015	9/27/2016	10/03/2016
Total:	9,562.33	*Vendor Total				
ABC Carpet						
038040						
Village Hall Rug Cleaning	1,050.00	01-445-4520	Public Buildings Rpr & Mtce	09182016	9/27/2016	10/03/2016
NAPD Carpet Cleaning	1,250.00	01-445-4520	Public Buildings Rpr & Mtce	09252016	9/27/2016	10/03/2016
Total:	2,300.00	*Vendor Total				
Accela, Inc. #774375						
034670						
Web Payments/August 2016	763.00	60-445-4510	Equipment/IT Maint	ACC23656	9/27/2016	10/03/2016
Total:	763.00	*Vendor Total				
Adam Carlson						
050750						
Refund Credit/Final Water Acct	2.01	18-320-3350	Sewer Collection	188 WdInd sw	9/27/2016	10/03/2016
Refund Credit/Final Water Acct	26.55	60-320-3340	Water Collections	188 Woodlanc	9/27/2016	10/03/2016
Total:	28.56	*Vendor Total				
AIM						
046510						
Employee Flex/September 2016	175.00	01-430-4267	Finance Services	26740	9/27/2016	10/03/2016
Total:	175.00	*Vendor Total				
Alarm Detection Systems of IL						
000060						
Security Services/VH/Oct-Dec 2016	160.50	01-445-4520	Public Buildings Rpr & Mtce	thru 122016	9/28/2016	10/03/2016
Total:	160.50	*Vendor Total				
Assurant Employee Benefits						
033620						
Employee Dental Ins/October 2016	1,330.03	01-000-2054	Insurance Employee Reimburse	10/16 Vlg Prti	9/28/2016	10/03/2016
Employee Dental Ins/October 2016	199.29	01-430-4136	Dental Insurance	102016 adm	9/28/2016	10/03/2016
Employee Dental Ins/October 2016	741.32	01-440-4136	Dental Insurance	102016 napd	9/28/2016	10/03/2016
Employee Dental Ins/October 2016	134.06	01-445-4136	Dental Insurance	102016 pwks	9/28/2016	10/03/2016
Employee Dental Ins/October 2016	72.25	60-445-4136	Dental Insurance	102016 wtr	9/28/2016	10/03/2016

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Employee Dental Ins/October 2016	64.82	01-441-4136	Dental Insurance	102016cd	9/28/2016	10/03/2016
Total:	2,541.77	*Vendor Total				
AT&T						
001620						
Internet Svcs/PWks Garage	161.89	01-445-4651	Telephone		9/28/2016	10/03/2016
Total:	161.89	*Vendor Total				
Atlas Bobcat, Inc.						
029330						
C/S Machine Leak Repair	455.70	01-445-4511	Vehicle Repair and Maint	672103 pwks	9/27/2016	10/03/2016
C/S Machine Leak Repair	455.61	60-445-4511	Vehicle Repair and Maint	672103 wtr	9/27/2016	10/03/2016
C/S Machine Leak Repair	2,009.09	01-445-4511	Vehicle Repair and Maint	672132	9/27/2016	10/03/2016
Total:	2,920.40	*Vendor Total				
Aurora Area Convention						
003770						
Hotel Tax/August 2016	2,467.29	15-430-4752	90% Tourism Council	082016	9/27/2016	10/03/2016
Hotel Tax/NA Hotel	1,309.23	15-430-4752	90% Tourism Council	082016	9/27/2016	10/03/2016
Total:	3,776.52	*Vendor Total				
Brian Giere						
050760						
Refund Credit/Final Water Acct	0.36	18-320-3350	Sewer Collection	708 Thompson	9/27/2016	10/03/2016
Refund Credit/Final Water Acct	4.07	60-320-3340	Water Collections	708 Thompson	9/27/2016	10/03/2016
Total:	4.43	*Vendor Total				
Butler Chemical Company, Inc.						
046060						
Chemical Treatment of Water	200.00	01-445-4520	Public Buildings Rpr & Mtce	21462	9/28/2016	10/03/2016
Total:	200.00	*Vendor Total				
Byron L. Owen						
050800						
Brick Repair/Public Works Garage	8,862.00	21-452-4875	Capital Improvements	09162016	9/28/2016	10/03/2016
Total:	8,862.00	*Vendor Total				
C. O. P. S. Testing Service						
010080						
Poly & Psych Testing/Pre-Employment/Korso	610.00	01-439-4380	Recruit Testing	103818	9/27/2016	10/03/2016
Total:	610.00	*Vendor Total				
Call One						
043480						
25 E State St Lines	270.27	01-430-4651	Telephone	082016 admn	9/28/2016	10/03/2016
25 E State St Lines	270.27	01-441-4651	Telephone	082016 cd	9/28/2016	10/03/2016

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
PRI Village Hall/Police	234.71	01-440-4652	Communications	082016 pri/pd	9/28/2016	10/03/2016
PRI Village Hall/Police	234.72	01-430-4652	Communications	082016 pri/vh	9/28/2016	10/03/2016
25 E State St Lines	270.27	01-445-4651	Telephone	082016 pwks	9/28/2016	10/03/2016
25 E State St Lines	270.27	60-445-4651	Telephone	082016 wtr	9/28/2016	10/03/2016
314 Butterfield Lines	76.55	01-445-4651	Telephone	082016/314 B	9/28/2016	10/03/2016
316 Butterfield Lines	41.94	60-445-4651	Telephone	082016/316 B	9/28/2016	10/03/2016
200 S Linconway Lines	967.89	01-440-4651	Telephone	8/16- PD Line	9/28/2016	10/03/2016
Total:	2,636.89	*Vendor Total				
CCS Contractor Equipment						
045420						
Concrete Tools	27.31	01-445-4543	Sidewalks Rpr & Mtce	11677408	9/28/2016	10/03/2016
Total:	27.31	*Vendor Total				
Chesterfield Homeowners Assn.						
050740						
Refund Hydr Meter Deposit/Less Usage/Rental	1,081.54	60-000-2215	Hydrant Meter Deposits	Meter #4	9/27/2016	10/03/2016
Total:	1,081.54	*Vendor Total				
Comcast Cable						
040740						
Internet Service/East Treatment Plant	149.85	60-445-4652	Communications	10062016	9/27/2016	10/03/2016
Internet Service/West Treatment Plant	149.85	60-445-4652	Communications	10152016	9/27/2016	10/03/2016
TV Service/NAPD	10.56	01-440-4652	Communications	10162016 pd	9/27/2016	10/03/2016
Total:	310.26	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Flat Repair	26.50	01-445-4511	Vehicle Repair and Maint	3330012091	9/28/2016	10/03/2016
Total:	26.50	*Vendor Total				
Commonwealth Edison						
000330						
Streetlights/4 S Willow Way	110.30	10-445-4660	Street Lighting and Poles	0146092024	9/27/2016	10/03/2016
Streetlights/Butterfield & Laurel	5.33	10-445-4660	Street Lighting and Poles	0445305000	9/27/2016	10/03/2016
Streetlights/1802 Orchard Gateway	265.77	10-445-4660	Street Lighting and Poles	0562144049	9/27/2016	10/03/2016
Streetlights/1901 Orchard Gateway	56.25	10-445-4660	Street Lighting and Poles	0835082016	9/27/2016	10/03/2016
Streetlights/1051 Kettle Ave	65.03	10-445-4660	Street Lighting and Poles	1083133047	9/27/2016	10/03/2016
East Tower Electricity	41.24	60-445-4662	Utility	1313136025	9/27/2016	10/03/2016
Streetlights/1200 Orchard Gateway	324.00	10-445-4660	Street Lighting and Poles	1344158042	9/27/2016	10/03/2016
Streetlights/Misc.	120.47	10-445-4660	Street Lighting and Poles	1425064018	9/27/2016	10/03/2016
Streetlights/Randall & Ice Cream	10.32	10-445-4660	Street Lighting and Poles	1543019148	9/27/2016	10/03/2016
Streetlights/Orchard Gateway & Deerpath	25.04	10-445-4660	Street Lighting and Poles	1776122038	9/27/2016	10/03/2016
Streetlights/Orchard & Oak	50.14	10-445-4660	Street Lighting and Poles	1875021089	9/27/2016	10/03/2016
Streetlights/Comiskey & Orchard	73.39	10-445-4660	Street Lighting and Poles	2313121105	9/27/2016	10/03/2016
Streetlights/1600 Orchard Gateway	96.64	10-445-4660	Street Lighting and Poles	2579039064	9/27/2016	10/03/2016
Streetlights/Orchard & White Oak	38.94	10-445-4660	Street Lighting and Poles	2963079050	9/27/2016	10/03/2016
Streetlights/19 N Lincolnway	59.26	10-445-4660	Street Lighting and Poles	2985029045	9/27/2016	10/03/2016
Streetlights/Orchard & Orchard Gateway	60.17	10-445-4660	Street Lighting and Poles	3147017028	9/27/2016	10/03/2016
Streetlights/Various Locations	835.79	10-445-4660	Street Lighting and Poles	3771153008	9/27/2016	10/03/2016

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	2,238.08	*Vendor Total				
D.W.M. Lawn Care, Inc.						
046990						
Grass Cutting/August 2016/NAAC	550.00	01-445-4531	Grass Cutting	44/naac	9/27/2016	10/03/2016
Grass Cutting/August 2016	115.00	17-011-4533	Maintenance	44/ssa11	9/27/2016	10/03/2016
Grass Cutting/August 2016	420.00	17-004-4533	Maintenance	44/ssa4	9/27/2016	10/03/2016
Grass Cutting/August 2016	305.57	17-008-4533	Maintenance	44/ssa8	9/27/2016	10/03/2016
Grass Cutting/August 2016	152.86	17-009-4533	Maintenance	44/ssa9	9/27/2016	10/03/2016
<hr/>						
Total:	1,543.43	*Vendor Total				
David Malcomson						
050770						
Refund Credit on Final Water Acct	16.00	60-320-3340	Water Collections	1471 Hrtsbrg	9/27/2016	10/03/2016
<hr/>						
Total:	16.00	*Vendor Total				
Don's Sharpening Centre, Inc.						
008480						
Fuels System Kit/Flywheel	18.95	01-445-4510	Equipment/IT Maint	165106	9/27/2016	10/03/2016
Blade	42.21	01-445-4510	Equipment/IT Maint	165187	9/27/2016	10/03/2016
<hr/>						
Total:	61.16	*Vendor Total				
Eaton Corporation						
042220						
Battery Replacement	5,717.70	71-430-4870	Equipment	45073629	9/27/2016	10/03/2016
<hr/>						
Total:	5,717.70	*Vendor Total				
Entenmann-Rovin Co.						
000450						
Award Pins/NAPD	55.50	01-440-4160	Uniform Allowance	0121036	9/27/2016	10/03/2016
<hr/>						
Total:	55.50	*Vendor Total				
Euclid Managers						
049670						
Employee Opt Life Ins/Deps/Oct 2016	76.85	01-000-2052	Voluntary Life Insurance	102016	9/27/2016	10/03/2016
Employee Life Ins/Oct 2016	9.54	01-441-4135	Life Insurance	102016 cd	9/27/2016	10/03/2016
Employee Optional Life Ins/Oct 2016	405.35	01-000-2052	Voluntary Life Insurance	102016 empl	9/27/2016	10/03/2016
Employee Life Ins/Oct 2016	106.74	01-440-4135	Life Insurance	102016 napd	9/27/2016	10/03/2016
Employee Life Ins/Oct 2016	36.00	01-445-4135	Life Insurance	102016 pwks	9/27/2016	10/03/2016
Employee Short Term Dsblty/Oct 2016	352.59	01-000-2057	Short-Term Disability	102016 std	9/27/2016	10/03/2016
Employee Life Ins/Oct 2016	18.00	60-445-4135	Life Insurance	102016 wtr	9/27/2016	10/03/2016
<hr/>						
Total:	1,005.07	*Vendor Total				
Faganel Builders LLC						
023110						
Bond Retufn/841 Bennett Dr	5,000.00	90-000-2225	Due To Others - Damage Bond	P#201412017	9/27/2016	10/03/2016

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	5,000.00	*Vendor Total				
Feece Oil						
031060						
Mid Grade Fuel	2,881.77	71-000-1340	Gas/Diesel Escrow	3438637	9/27/2016	10/03/2016
Diesel Fuel	1,082.25	71-000-1340	Gas/Diesel Escrow	3438638	9/27/2016	10/03/2016
Total:	3,964.02	*Vendor Total				
Foster & Foster, Inc.						
050630						
Police Pension Valuation/5-31-16	6,000.00	01-430-4267	Finance Services	9361	9/27/2016	10/03/2016
Total:	6,000.00	*Vendor Total				
Fox Valley Tree Service, Inc.						
024480						
Tree Trimming/Silver Trails Ct.	900.00	01-445-4532	Tree Service	NAU013	9/27/2016	10/03/2016
Tree Trimming/Harmony Ct	1,000.00	01-445-4532	Tree Service	NAU014	9/27/2016	10/03/2016
Tree Trimming/Birchwood Drive	450.00	01-445-4532	Tree Service	NAU015	9/27/2016	10/03/2016
Total:	2,350.00	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Streetlight Repairs (2) Locations	784.00	10-445-4661	Street Light Repair/Maint	6763	9/27/2016	10/03/2016
Repair Lights, Old NAAC Lot	380.00	01-445-4530	Public Grounds Rpr & Mtce	6764	9/27/2016	10/03/2016
Outdoor Lighting Maintenance/NAPD	960.00	01-445-4530	Public Grounds Rpr & Mtce	6765	9/27/2016	10/03/2016
Install Power for Balance/Maintenance Barn	332.50	01-445-4520	Public Buildings Rpr & Mtce	6778	9/27/2016	10/03/2016
Streetlight Repairs (3) Locations	790.00	10-445-4661	Street Light Repair/Maint	6781	9/27/2016	10/03/2016
Total:	3,246.50	*Vendor Total				
Government Finance Offers Assn						
026740						
Membership Dues/Flatt	150.00	01-430-4390	Dues & Meetings	0199958	9/27/2016	10/03/2016
Total:	150.00	*Vendor Total				
Green Thumb-Brown Boots						
043270						
Mowing	56.00	01-441-4531	Grass Cutting	590	9/27/2016	10/03/2016
Total:	56.00	*Vendor Total				
Griswold Feed & Seed Store						
001770						
Straw and Seed	195.00	60-445-4568	Watermain Rprs. & Rplcmts.	10764	9/27/2016	10/03/2016
Straw/Fertilizer/Grass Seed/Water	325.00	60-445-4568	Watermain Rprs. & Rplcmts.	10844	9/27/2016	10/03/2016
Total:	520.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Harmonic Heating & Air Conditioning						
047680						
Equipment Review with Contractor/NAPD	775.00	01-445-4520	Public Buildings Rpr & Mtce	15	9/27/2016	10/03/2016
Boiler Repair/NAPD	956.00	01-445-4520	Public Buildings Rpr & Mtce	38	9/27/2016	10/03/2016
Total:	1,731.00	*Vendor Total				
Harners Bakery And Restaurant						
025570						
Donuts/Strategic Plan Workshop	17.10	01-410-4280	Professional Consulting	6978	9/27/2016	10/03/2016
Total:	17.10	*Vendor Total				
Health Care Service Corporation						
016120						
Employee Health Care/October 2016	7,550.99	01-430-4130	Health Insurance	102016 admn	9/28/2016	10/03/2016
Employee Health Care/October 2016	2,872.01	01-441-4130	Health Insurance	102016 cd	9/28/2016	10/03/2016
Employee Health Care/October 2016	37,820.57	01-440-4130	Health Insurance	102016 napd	9/28/2016	10/03/2016
Employee Health Care/October 2016	2,541.22	01-000-2055	Payroll Deductions	102016 Pol P	9/28/2016	10/03/2016
Employee Health Care/October 2016	10,391.50	01-445-4130	Health Insurance	102016 PWks	9/28/2016	10/03/2016
Employee Health Care/October 2016	364.34	01-000-2055	Payroll Deductions	102016 rtrees	9/28/2016	10/03/2016
Employee Health Care/October 2016	1,618.75	01-000-2055	Payroll Deductions	102016 Rtrs/c	9/28/2016	10/03/2016
Employee Health Care/October 2016	5,798.18	60-445-4130	Health Insurance	102016 Water	9/28/2016	10/03/2016
Total:	68,957.56	*Vendor Total				
Heartland Recycling						
046780						
Topsoil	140.50	01-445-4530	Public Grounds Rpr & Mtce	16782	9/28/2016	10/03/2016
Topsoil	50.00	01-445-4544	Storm Drain Maintenance	16821	9/28/2016	10/03/2016
Total:	190.50	*Vendor Total				
ILCMA						
019310						
Water Operator Job Ad	50.00	01-430-4506	Publishing/Advertising	628	9/28/2016	10/03/2016
Total:	50.00	*Vendor Total				
Illinois Association						
019980						
Membership Dues/Augustyn	25.00	01-441-4390	Dues & Meetings	2017	9/27/2016	10/03/2016
Total:	25.00	*Vendor Total				
Illinois Power Marketing						
047570						
Streetlights/Orchard Gateway & Deerpath	46.88	01-000-1010	Cash	10392021609	9/27/2016	10/03/2016
Streetlights/Orchard & Oak	108.16	10-445-4660	Street Lighting and Poles	10392031609	9/27/2016	10/03/2016
Streetlights/1600 Orchard Gateway	226.99	10-445-4660	Street Lighting and Poles	10392041609	9/27/2016	10/03/2016
Streetlights/Orchard & White Oak	79.80	10-445-4660	Street Lighting and Poles	10392051609	9/27/2016	10/03/2016
Streetlights/Orchard & Orchard Gateway	133.78	01-000-1010	Cash	10392061609	9/27/2016	10/03/2016
Total:	595.61	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Illinois Section Awwa						
025350						
Annual Regulatory Update/Young	48.00	60-445-4370	Conferences & Travel	200025158	9/28/2016	10/03/2016
Total:	48.00	*Vendor Total				
Janco Chemical Supply, Inc						
000660						
Custodial Supplies	133.40	01-445-4421	Custodial Supplies	269858	9/28/2016	10/03/2016
Total:	133.40	*Vendor Total				
K. Hovnanian Homes						
043570						
Bond Return/1201 Kilbery	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201405080	9/27/2016	10/03/2016
Bond Return/1265 Kilbery	600.00	90-000-2225	Due To Others - Damage Bond	P#201411074	9/27/2016	10/03/2016
Bond Return/1257 Kilbery	600.00	90-000-2225	Due To Others - Damage Bond	P#201503029	9/27/2016	10/03/2016
Bond Return/550 Moorfield	600.00	90-000-2225	Due To Others - Damage Bond	P#201504041	9/27/2016	10/03/2016
Bond Return/541 Moorfield	600.00	90-000-2225	Due To Others - Damage Bond	P#201506021	9/27/2016	10/03/2016
Bond Return/533 Moorfield	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201506069	9/27/2016	10/03/2016
Bond Return/1332 Ritter	1,500.00	90-000-2225	Due To Others - Damage Bond	P#201506070	9/27/2016	10/03/2016
Bond Return/509 Moorfield	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201506076	9/27/2016	10/03/2016
Bond Return/1380 Ritter	4,100.00	90-000-2225	Due To Others - Damage Bond	P#201507057	9/27/2016	10/03/2016
Bond Return/1313 Kilbery	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201507058	9/27/2016	10/03/2016
Bond Return/1340 Ritter	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201507059	9/27/2016	10/03/2016
Bond Return/1297 Kilbery	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201507060	9/27/2016	10/03/2016
Bond Return/501 Moorfield	3,500.00	90-000-2225	Due To Others - Damage Bond	P#201510002	9/27/2016	10/03/2016
Bond Return/557 Moorfield	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201510009	9/27/2016	10/03/2016
Bond Return/1364 Ritter	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201510010	9/27/2016	10/03/2016
Bond Return/1209 Kilbery	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201510043	9/27/2016	10/03/2016
Bond Return/510 Moorfield	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201512031	9/27/2016	10/03/2016
Bond Return/574 Moorfield	3,500.00	90-000-2225	Due To Others - Damage Bond	P#201512035	9/27/2016	10/03/2016
Bond Return/534 Moorfield	4,400.00	90-000-2225	Due To Others - Damage Bond	P#201512036	9/27/2016	10/03/2016
Bond Return/1217 Kilbery	4,400.00	90-000-2225	Due To Others - Damage Bond	P3201512034	9/27/2016	10/03/2016
Total:	67,800.00	*Vendor Total				
Kane County Animal Control						
031620						
Animal Pick-ups/August 2016	100.00	01-440-4523	Animal Control	082016	9/27/2016	10/03/2016
Total:	100.00	*Vendor Total				
Kathy Skrtic						
037420						
Refund Credit on Final Water Acct.	29.02	60-320-3340	Water Collections	219 Sharon Li	9/27/2016	10/03/2016
Total:	29.02	*Vendor Total				
KB Collision & Customs						
046310						
Repair/Squad #77/NAPD	3,831.00	14-430-4774	Insurance Claims	327	9/28/2016	10/03/2016
Total:	3,831.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Kendall County Concrete						
047060						
Sidewalk/419 Mallard	301.00	01-445-4543	Sidewalks Rpr & Mtce	40175	9/27/2016	10/03/2016
Sidewalk/1502 Hartsburg	457.88	01-445-4543	Sidewalks Rpr & Mtce	40203	9/27/2016	10/03/2016
Sidewalk/1408 Fechner	332.38	01-445-4543	Sidewalks Rpr & Mtce	40226	9/27/2016	10/03/2016
Total:	1,091.26	*Vendor Total				
Land's End Business Outfitters Inc.						
3398						
Shirts/Hansen	89.95	01-430-4799	Misc.	SIN4152358	9/28/2016	10/03/2016
Total:	89.95	*Vendor Total				
Menards						
016070						
Building Maintenance Materials	78.25	01-445-4520	Public Buildings Rpr & Mtce	36956	9/27/2016	10/03/2016
MaterialsMeter Seal Wire	13.96	60-445-4480	New Meters,rprs. & Rplemts.	37542	9/27/2016	10/03/2016
Total:	92.21	*Vendor Total				
Messenger Public Library						
004610						
Reimb Land/Cash - Jan-Aug 2016	37,680.00	91-000-2232	Library Escrow		9/28/2016	10/03/2016
Total:	37,680.00	*Vendor Total				
Mid American Water						
013680						
Pipes for Storm Sewer Repair	62.30	01-445-4544	Storm Drain Maintenance	128594	9/28/2016	10/03/2016
Piping and Sections/Culvers	535.00	01-445-4540	Streets & Alleys Rpr & Mtce	128773	9/28/2016	10/03/2016
Total:	597.30	*Vendor Total				
Miner Electronics Corporation						
3383						
Squad Camera Repair (#76)	95.00	01-440-4511	Vehicle Repair and Maint	261455	9/27/2016	10/03/2016
Total:	95.00	*Vendor Total				
Mooney & Thomas, Pc						
001040						
(2) July Payroll/Quarterly Tax Return	705.00	01-430-4267	Finance Services	072016 pyrll	9/27/2016	10/03/2016
Police Pens Processing/August 2016	60.00	80-430-4581	Banking Services/Fees	082016 pol pe	9/27/2016	10/03/2016
Payroll Check Writing (3)/August 2016	870.00	01-430-4267	Finance Services	8163101	9/27/2016	10/03/2016
Police Pension Payments/September 2016	60.00	80-430-4581	Banking Services/Fees	8163101	9/27/2016	10/03/2016
Total:	1,695.00	*Vendor Total				
N. Aurora Fire Protection Dist						
017460						
Reimb for Land/Cash-Jan-aug 2016	260,632.40	91-000-2231	Fire District Escrow		9/28/2016	10/03/2016

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	260,632.40	*Vendor Total				
Neil & Lacey Libner						
050790						
Refund Credit on Final Water Acct	7.87	18-320-3350	Sewer Collection	1198 Kilbry s	9/27/2016	10/03/2016
Refund Credit on Final Water Acct	105.97	60-320-3340	Water Collections	1198 Kilbry w	9/27/2016	10/03/2016
<hr/>						
Total:	113.84	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Core Deposit Return/NAPD	-18.00	01-440-4511	Vehicle Repair and Maint	212135	9/27/2016	10/03/2016
Returned V-Ribbed Belt	-13.65	60-445-4567	Treatment Plant Repair/Maint	222082	9/27/2016	10/03/2016
Returned Serpentine Belt	-15.60	60-445-4567	Treatment Plant Repair/Maint	222092 wtr	9/27/2016	10/03/2016
Sway Bar/NAPD	39.08	01-440-4511	Vehicle Repair and Maint	237002	9/27/2016	10/03/2016
Brake Pads (#71)	70.67	01-440-4511	Vehicle Repair and Maint	237020	9/27/2016	10/03/2016
Power Steering Fluid	3.29	01-445-4511	Vehicle Repair and Maint	237903	9/27/2016	10/03/2016
<hr/>						
Total:	65.79	*Vendor Total				
Northern Illinois University						
025190						
Intern Hansen - 8/16- 9/15 2016	1,207.04	01-430-4280	Professional/Consulting Fees	9165	9/27/2016	10/03/2016
<hr/>						
Total:	1,207.04	*Vendor Total				
Office Depot						
035720						
Various Office Supplies/NAPD	195.13	01-440-4411	Office Expenses	1983655317	9/27/2016	10/03/2016
CERT Supplies	22.99	01-440-4558	Emergency Management	1987171754	9/27/2016	10/03/2016
<hr/>						
Total:	218.12	*Vendor Total				
Office Depot						
039370						
Misc Supplies/CD	234.42	01-441-4411	Office Expenses	86132256500	9/27/2016	10/03/2016
Tape Dispenser	14.19	01-430-4411	Office Expenses	86132256500	9/27/2016	10/03/2016
Form Holder/CD	38.39	01-441-4411	Office Expenses	86132270100	9/27/2016	10/03/2016
Business Card Holder/Stapler/CD	33.88	01-441-4411	Office Expenses	86144484200	9/27/2016	10/03/2016
Misc. Supplies/Water	42.16	60-445-4411	Office Expenses	86144484200	9/27/2016	10/03/2016
Pens/Admin	24.16	01-430-4411	Office Expenses	86255757600	9/27/2016	10/03/2016
Stapler	20.24	01-441-4411	Office Expenses	86255766000	9/27/2016	10/03/2016
Stapler	20.24	01-445-4411	Office Expenses	86255766000	9/27/2016	10/03/2016
<hr/>						
Total:	427.68	*Vendor Total				
Ottosen Britz Kelly Cooper						
031590						
Legal Services/NAPD	29.41	01-440-4260	Legal	90404	9/27/2016	10/03/2016
<hr/>						
Total:	29.41	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Performance Chemical & Supply, Inc.						
048030						
Custodial Supplies/VH	228.00	01-445-4421	Custodial Supplies	205041	9/28/2016	10/03/2016
Custodial Supplies/NAPD	228.00	01-445-4421	Custodial Supplies	205042	9/28/2016	10/03/2016
Total:	456.00	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Machine Rental thru 9/30	45.00	01-430-4505	Postage	1001787528 a	9/28/2016	10/03/2016
Postage Machine Rental thru 9/30	45.00	01-441-4505	Postage	1001787528 c	9/28/2016	10/03/2016
Postage Machine Rental thru 9/30	45.00	01-445-4505	Postage	1001787528 f	9/28/2016	10/03/2016
Postage Machine Rental thru 9/30	45.00	60-445-4505	Postage	1001787528 v	9/28/2016	10/03/2016
Total:	180.00	*Vendor Total				
Rempe Sharpe & Associates						
000970						
CD/Misc.	1,220.11	01-441-4255	Engineering	25379 cd/misc	9/27/2016	10/03/2016
CD/RH Review	904.01	01-441-4255	Engineering	25379 cd/rh	9/27/2016	10/03/2016
PWks/Nicor	253.00	01-445-4255	Engineering	25379 pwks/n	9/27/2016	10/03/2016
Remington LOC	598.38	21-456-4255	Engineering	25379 reming	9/27/2016	10/03/2016
Water Projects	214.56	60-445-4255	Engineering	25379 wtr pro	9/27/2016	10/03/2016
Lot Grading	2,057.00	90-000-E207	K Hovnanian Homes - Mirador	25380 lt grdg	9/27/2016	10/03/2016
Lot Grading	719.00	01-441-4255	Engineering	25380 lt grdn	9/27/2016	10/03/2016
Gateway/Opus Dev	784.69	90-000-E093	OPUS - Industrial Park	25381 gtw/opi	9/27/2016	10/03/2016
Liberty Business Center	4,116.44	90-000-E137	Liberty Properties	25382 liberty	9/27/2016	10/03/2016
Rndll Rd STP Resurfacing	1,702.00	10-445-4255	Engineering	25383 Rndll r	9/27/2016	10/03/2016
AMC Dolan Re-Development	925.75	90-000-E223	310 S Lincolnway	25384 amc do	9/27/2016	10/03/2016
Airport Rd Improvements	2,960.98	21-450-4255	Engineering	25385 airport	9/27/2016	10/03/2016
2015 Storm Sewer Improvements	1,056.00	21-450-4255	Engineering	25386 strm sw	9/27/2016	10/03/2016
Springs @ Orchard Rd	4,351.40	90-000-E222	Springs at Orchard Rd	25387 springs	9/27/2016	10/03/2016
Opus East Warehouse	3,387.15	90-000-E093	OPUS - Industrial Park	25388 opus	9/27/2016	10/03/2016
Marmion Drainage Study	3,003.54	01-445-4255	Engineering	25389 marmic	9/27/2016	10/03/2016
Long Term Infrastructure Planning	93.50	21-450-4255	Engineering	25390 infrastr	9/27/2016	10/03/2016
Smoketree Phase 3	388.14	12-438-4255	Engineering	25391 smktr	9/27/2016	10/03/2016
Fearn Elementary School	169.64	01-441-4255	Engineering	25392 fearn	9/27/2016	10/03/2016
Valley Green Warehouse	3,591.54	90-000-E225	Valley Green Redevelopment	25393 villy gr	9/27/2016	10/03/2016
IDOT Wall Repair	2,400.68	21-450-4255	Engineering	25394 idot wa	9/27/2016	10/03/2016
GIS Storm Structure Naming	1,669.00	01-445-4255	Engineering	25395 gis	9/27/2016	10/03/2016
Chlorination Equipment Upgrades	1,643.26	60-445-4255	Engineering	25396 chlorin	9/27/2016	10/03/2016
2016 San Swer TV	742.60	18-445-4255	Engineering	25398 sstv	9/27/2016	10/03/2016
2016 Crack Sealing	447.50	21-450-4255	Engineering	25399 crk sln	9/27/2016	10/03/2016
2016 Manhole Lining	671.25	18-445-4255	Engineering	25399 manhol	9/27/2016	10/03/2016
2016 Pavement Striping/MFT	2,270.64	21-450-4255	Engineering	25401 pvmnt	9/27/2016	10/03/2016
Hartfield Study	467.50	01-445-4255	Engineering	25402 hrtfld	9/27/2016	10/03/2016
2017 Street Program	1,166.04	21-450-4255	Engineering	25403 street p	9/27/2016	10/03/2016
Well #9	7,018.50	60-445-4255	Engineering	well #9 25400	9/27/2016	10/03/2016
Total:	50,993.80	*Vendor Total				
River Front Chrysler, Jeep						
032660						
Outside Mirror Replacement/Truck #191	117.77	01-445-4511	Vehicle Repair and Maint	588266	9/27/2016	10/03/2016
Total:	117.77	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Rolf Ockenfeld						
035970						
Refund Credit on Final Water Acct	51.90	60-320-3340	Water Collections	307 N River F	9/27/2016	10/03/2016
Refund Credit on Final Water Acct	4.00	18-320-3350	Sewer Collection	307 N River s	9/27/2016	10/03/2016
Total:	55.90	*Vendor Total				
Rubino Engineering, Inc.						
039500						
2016 road Program	1,717.00	21-450-4255	Engineering	3066	9/28/2016	10/03/2016
Total:	1,717.00	*Vendor Total				
Rush Truck Centers of Illinois Inc.						
046500						
2004 International Repair	1,412.72	01-445-4511	Vehicle Repair and Maint	3003815172	9/27/2016	10/03/2016
Total:	1,412.72	*Vendor Total				
Russo Power Equipment Inc.						
036290						
Mower Blade	35.16	01-445-4510	Equipment/IT Maint	3400890	9/28/2016	10/03/2016
Return of Mower Blade	-35.16	01-445-4510	Equipment/IT Maint	3413566	9/28/2016	10/03/2016
Mower Blade	29.34	01-445-4510	Equipment/IT Maint	3413571	9/28/2016	10/03/2016
Grass Seed	209.98	01-445-4540	Streets & Alleys Rpr & Mtce	3413573	9/28/2016	10/03/2016
Rake/Spade/Sledge Hammer	221.95	01-445-4870	Equipment	3439981	9/28/2016	10/03/2016
Total:	461.27	*Vendor Total				
Servicemaster						
009150						
Pick Up Debris/Lilac/Lincolnway	345.00	01-441-4531	Grass Cutting	3138	9/27/2016	10/03/2016
Total:	345.00	*Vendor Total				
SFVCTC						
027530						
40% 2nd Quarter Franchise Fee	22,621.93	01-490-4789	Public Access Cable	NA2Q2016	9/28/2016	10/03/2016
Total:	22,621.93	*Vendor Total				
Stecklein, Robyn						
022080						
Training Reimbursement	40.00	01-440-4380	Training	9/21/2016	9/27/2016	10/03/2016
Total:	40.00	*Vendor Total				
The American Association of, Code Enforcement						
050810						
Membership Dues/Augustyn	75.00	01-441-4390	Dues & Meetings		9/28/2016	10/03/2016
Total:	75.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Thom Jungels						
039460						
Inspections (40 Thru 9/28/16)	1,400.00	01-441-4276	Inspection Services	09282016	9/28/2016	10/03/2016
Total:	1,400.00	*Vendor Total				
Traffic Control & Protection						
021520						
Sign/Flashing Stop for Pedestrians	131.45	01-445-4545	Traffic Signs & Signals	87736	9/28/2016	10/03/2016
Total:	131.45	*Vendor Total				
Tri-County						
027350						
Roadside Cutting/Water Wonders/Maint Contr/	4,406.12	01-445-4531	Grass Cutting	16094998	9/27/2016	10/03/2016
Mowing/Mooseheart Rd/Spillway Clean-up	1,025.00	01-445-4531	Grass Cutting	16095008	9/27/2016	10/03/2016
Total:	5,431.12	*Vendor Total				
Vessel, Inc.						
041490						
Topsoil	161.00	01-445-4540	Streets & Alleys Rpr & Mtce	16-1725	9/27/2016	10/03/2016
Topsoil	92.00	60-445-4568	Watermain Rprs. & Rplcmts.	161740	9/27/2016	10/03/2016
Total:	253.00	*Vendor Total				
Victoria Maldonado						
050780						
Refund Credit on Final Water Acct	29.77	18-320-3350	Sewer Collection	122 Lilac swr	9/27/2016	10/03/2016
Refund Credit on Final Water Acct	22.96	60-320-3340	Water Collections	122 Lilac wtr	9/27/2016	10/03/2016
Total:	52.73	*Vendor Total				
Vision Service Plan (IL)						
042720						
Employee Vision Insurance/October 2016	343.07	01-000-2056	VSP - Employee Contributions	102016	9/27/2016	10/03/2016
Total:	343.07	*Vendor Total				
Water Products Company						
001170						
New B-box Key	45.00	60-445-4568	Watermain Rprs. & Rplcmts.	268825	9/27/2016	10/03/2016
Service Repair Parts	217.50	60-445-4568	Watermain Rprs. & Rplcmts.	268868	9/27/2016	10/03/2016
(5) New Storz Hydrants	840.83	60-445-4563	Fire Hydrant Repair/maint	268929	9/27/2016	10/03/2016
Service Line Repair Parts	36.24	60-445-4568	Watermain Rprs. & Rplcmts.	268930	9/27/2016	10/03/2016
Total:	1,139.57	*Vendor Total				
Water Resources						
010380						
(10) New 5/8" Meters	950.00	60-445-4480	New Meters,rprs. & Rplcmts.	30831	9/27/2016	10/03/2016
Total:	950.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Waubonsee Community College						
025510						
Training	24.00	01-440-4380	Training	107740	9/27/2016	10/03/2016
Total:	24.00	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maintenance/Marketing/Setpember 20	200.00	01-430-4512	Website Maintenance	23418	9/27/2016	10/03/2016
Total:	200.00	*Vendor Total				
Wells Fargo Home Mortgage						
050820						
Refund Credit on Final Water Acct	6.56	18-320-3350	Sewer Collection	204 anna st sv	9/28/2016	10/03/2016
Refund Credit on Final Water Acct	29.99	60-320-3340	Water Collections	204 anna st w	9/28/2016	10/03/2016
Total:	36.55	*Vendor Total				
West Aurora School Dist 129						
019560						
Reimb Land/Cash-Jan-Aug 2016	125,210.16	91-000-2228	District 129 Escrow	001	9/28/2016	10/03/2016
Reimb Land/Cash-Jan-Aug 2016	71,955.35	91-000-2229	Dist 129 Impact Fee Escrow	002	9/28/2016	10/03/2016
Total:	197,165.51	*Vendor Total				
Report Total:						
	801,218.94					