



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, OCTOBER 15, 2018 – 7:00 p.m.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

AGENDA

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

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 10/1/2018
2. Pay Request No. 3 Partial in the Amount of \$182,503.80 to Layne Christensen Co. for the Well No. 8 Drilling Project
3. Bills List dated 10/15/2018 in the Amount of \$464,944.21

NEW BUSINESS

1. Approval of an Ordinance Approving the 1st Budget Amendment for FY 2018-19
2. Approval of a Resolution to Approve a Revised Investment Policy for the Village of North Aurora
3. Approval of a Resolution to Approve Revisions to the Human Resources Manual for the Village of North Aurora
4. Approval of a Resolution Approving Route 31 TIF Funding in the Amount of \$31,885 for Phase II Environmental Testing for the 84-acres of land comprised of the Valley Green Golf Course and the easterly 24-acre property in North Aurora

OLD BUSINESS

VILLAGE PRESIDENT REPORT

COMMITTEE REPORTS

TRUSTEES' COMMENTS

ADMINISTRATOR'S REPORT

ATTORNEY'S REPORT

VILLAGE DEPARTMENT REPORTS

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

ADJOURN

Initials SB

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
OCTOBER 1, 2018**

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Mike Lowery, Trustee Mark Gaffino, Trustee Laura Curtis, Trustee Mark Carroll, Trustee Tao Martinez, Trustee Mark Guethle and Village Clerk Lori Murray.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Police Chief Dave Fisher, Village Attorney Kevin Drendel.

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

CONSENT AGENDA

- 1. Village Board Minutes dated 9/17/18; Committee of the Whole Minutes dated 9/16/18**
- 2. Pay Request No. 1, Final, in the Amount of \$74,250.00 for the 2018 Crack Sealing Project**
- 3. Bills List dated 8/20/18 in the Amount of \$206,843.81**

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

NEW BUSINESS

- 1. Approval of a Resolution Approving Route 31 TIF Façade Grant Funding in the Amount of \$17,342.50 for the Property Located at 2 N. Lincolnway**

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

- 2. Approval of an Ordinance Amending Title 5, Chapter 5.36 Tattoo and Bodey Piercing Establishments**

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

OLD BUSINESS – None

VILLAGE PRESIDENT REPORT - None

COMMITTEE REPORTS - None

TRUSTEES' COMMENTS – None

ADMINISTRATOR'S REPORT - None

ATTORNEY'S REPORT - None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – The auditors have finished their report. The Village is hoping to have the final report in a couple of weeks and will have a presentation for the first meeting in November.
2. **Community Development** - None
3. **Police** - None
4. **Public works** - None

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk



REMPE-SHARPE & Associates, Inc.

Principals

J. Bibby
D. Watson

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

B. Aderman
B. Bennett
N. Dornfeld
L. Vo

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

CONSULTING ENGINEERS

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

October 9, 2018

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

Attn: Steve Bosco

Re Well No. 8, Contract No 1 - Drilling
Pay Request No. 3, Partial

File: NA-469A

Dear Mr. Bosco

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 3, Partial as submitted by Layne Christensen Company of Aurora, Illinois for the Well No. 8, Contract No. 1 - Drilling Project awarded April 16, 2018 in the amount of \$769,662.00. The amount of payment requested is One Hundred Eighty-Two Thousand, Five Hundred Three Dollars and Eighty Cents (\$182,503.80).

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 3, Partial (1 copy).
2. Contractor's Pay Request No. 3, Partial in the amount of \$182,503.80, along with the Contractor's Waiver of Lien and Certified Payroll (1 copy).
3. The Engineer's Approval of Payment No. 3, Partial in the amount of \$182,503.80 (3 copies).

Contractor has completed the site work in preparation for drilling, including the mat for crossing over the high-pressure natural gas transmission main. The drill rig and casing pipe both have arrived on site. The contractor has completed drilling the surface hole down to bedrock and has installed the 30-inch surface casing down into the bedrock. The casing has been grouted into place and the contractor has drilled a 25-inch hole and installed the long string casing down 650 feet into the St. Peter's sandstone. The contractor is at 825 feet of drilling a 21" hole and will finish at a depth of approximately 1330 feet.

Village of North Aurora
Attn: Mr. Steve Bosco

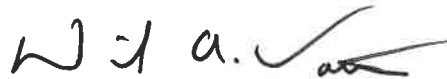
Well No. 8, Contract No 1 - Drilling
October 9, 2018
Page 2 of 2

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 3, Partial in the amount of \$182,503.80. Upon the Village of North Aurora's approval, please sign all three copies of the Approval for Pay Request No. 3, Partial. Send one copy of the document to the Contractor, Layne Christensen Company., along with Payment No. 3, Partial. Return one signed copy to Rempe-Sharpe and Associates, Inc. and retain one signed copy for the Village's records.

If there are any questions, please contact the undersigned.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.
BY:

A handwritten signature in black ink, appearing to read "D. A. Watson", with a checkmark-like flourish at the end.

Daniel A. Watson, P.E.
Principal

Enclosures

P.C. John Laskowski, Village of North Aurora
Bill Hannah, Village of North Aurora
Paul Young, Village of North Aurora
Cindy Torracco, Village of North Aurora
Mandy Flatt, Village of North Aurora

PAY REQUEST NO. 3
WELL NO. 8, CONTRACT NO. 1 - DRILLING
VILLAGE OF NORTH AURORA

9/25/2018
DAW

NA-469A

Item #	Item Description	Quantity	Units	AWARDED QUANTITIES		CONSTRUCTED QUANTITIES	
				Unit Price	Extended Price	Quantity	Extended Price
1	Mobilization & Site Cleanup	1	LS	\$182,530.00	\$182,530.00	50%	\$91,265.00
2	Drill 29-inch Hole, (0 ft - 30 ft)	30	LF	\$352.00	\$10,560.00	100%	\$10,560.00
3	26-inch Well Casing - 0.50" Thickness	30	LF	\$200.00	\$6,000.00	100%	\$6,000.00
4	Drill 25-inch Hole, (30 ft - 675 ft)	645		\$305.00	\$196,725.00	100%	\$196,725.00
5	22-inch Well Casing - 0.50" Thickness	675	LF	\$136.00	\$91,800.00	100%	\$91,800.00
6	Cement Shoe, 26-inch	1	EA	\$3,100.00	\$3,100.00	100%	\$3,100.00
7	Cement Shoe, 22-inch	1	EA	\$2,600.00	\$2,600.00	100%	\$2,600.00
8	Cement Grout Installation, Surface Casing	54	CF	\$58.00	\$3,132.00	91%	\$2,842.00
9	Cement Grout Installation, Long String Casing	550	CF	\$32.00	\$17,600.00	65%	\$11,392.00
10	Drill 21-inch Hole, (675 ft - 975 ft)	300	LF	\$248.00	\$74,400.00		\$0.00
11	Drill 21-inch Hole, (975 ft - 1345 ft)	370	LF	\$230.00	\$85,100.00		\$0.00
12	Furnish, Install, and Remove Test Pump	1	EA	\$47,625.00	\$47,625.00		\$0.00
13	Test Pumping for Development and Yield Test	24	HRS	\$420.00	\$10,080.00		\$0.00
14	Television Survey	1345	LF	\$2.00	\$2,690.00		\$0.00
15	Well Disinfection	1	LS	\$5,200.00	\$5,200.00		\$0.00
16	Earth Excavation	190	CY	\$38.00	\$7,220.00	100%	\$7,220.00
17	Porous Granular Embankment Subbase, 12"	110	CY	\$44.00	\$4,840.00	100%	\$4,840.00
18	Aggregate Access Road (CA-6), 8"	80	TN	\$36.00	\$2,880.00	100%	\$2,880.00
19	Geotechnical Fabric, 8 oz	240	SY	\$2.00	\$480.00	100%	\$480.00
20	Silt Fence w/Construction Fence	400	LF	\$16.00	\$6,400.00	100%	\$6,400.00
21	Seeding, Class 0	300	SY	\$29.00	\$8,700.00		\$0.00
22	NiCor Crossing Matting	1	LSUM	\$9,192.00		100%	\$9,192.00
	SUBTOTAL				\$769,662.00		\$447,296.00
	LES 10% RETAINAGE						\$44,729.60
	LESS PREVIOUS PAYMENTS						\$220,062.60
	TOTAL DUE						\$182,503.80



INVOICE

Inv No.: 92091696

Page 1 of 1

WATER • MINERAL • ENERGY

Layne Christensen Company

Remit To:
P.O. Box 743609
Los Angeles CA 90074-3609

1016 - Aurora
PH: 262-246-4646 - FAX: 262-246-4784

CUSTOMER PO#: Contract
WO#: 00049614
LAYNE JOB #: 49614

Sold To: 10160032
North Aurora, IL, Village of
ATTN: Accounts Payable
25 East State Street
North Aurora, IL 60542

Notes:

INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
09/21/18	10/21/18	MCDONALD, MICHAEL A	SNELTEN, BRIAN M	NET 30
QTY / Units	UOM	----- Remark -----	Unit Price	Total

WELL NO. 8

PAY REQUEST 3

Work Completed to Date: \$447,296.00

1.00	LS	Work Completed This Request	\$202,782.00	\$202,782.00
Sub Total ==>				\$202,782.00

Total Taxable Amount	\$202,782.00
Total Tax Amount	
Total Retainage Amount - 10%	(\$20,278.20)
Total Invoice Amount	\$182,503.80

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

Thank you for your business
Layne Christensen is an Equal Opportunity Employer
ORIGINAL

APPLICATION FOR PAYMENT

OWNER:

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

PROJECT:

Well No. 8

APPLICATION NUMBER: 3**CONTRACT WORK:**

PERIOD ENDING: 09/21/18

CONTRACT WORK: Well No. 8

PROJECT NUMBER: 49614

**CONTRACTOR:**

Layne Christensen Company
721 W. Illinois Ave.
Aurora, IL 60506

Engineer:

Rempe-Sharpe and Assoc, Inc.
423 W. State Street
Geneva, IL 60134

PERCENT COMPLETE 51.7%

PREPARED BY: Brian Snelten

DISTRIBUTION:

CONTRACTOR ◀

ARCHITECT ◀

File ◀

Created using the unlicensed version of Paymee.

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

CONTRACTOR'S CERTIFICATION:

The Contractor declares that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Layne Christensen Company

DATE: Sep 21, 2018

State: IL Country: USA

Subscribed & sworn to before me

this 21 day of September

Notary Public Name: Kathy Vance

Commission Expiration Date: Dec 8, 2018

ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT:

Provide explanation below or attached if amount certified does not match this application amount.
Initial all figures & markups to agree with certified amount.

ARCHITECT: _____

DATE: _____

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. www.Paymee.com

1. ORIGINAL CONTRACT AMOUNT:	769,662.00
2. NET CHANGES TO CONTRACT:	9,192.00
3. TOTAL CONTRACT AMOUNT:	778,854.00
4. TOTAL COMPLETED AND STORED TO DATE:	447,296.00
5. RETAINAGE:	
a. <u>10</u> % of Completed Work	44,729.60
b. <u>50</u> % of Stored Material	-
Total Retainage:	44,729.60
6. TOTAL COMPLETED LESS RETAINAGE:	402,566.40
7. LESS PREVIOUS APPLICATIONS:	220,062.60
8. CURRENT PAYMENT DUE:	182,503.80
9. BALANCE TO FINISH INCLUDING RETAINAGE:	376,287.60

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF KANE } SS

Gty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

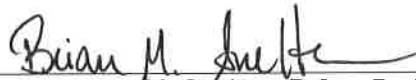
WHEREAS the undersigned has been employed by Village of North Aurora, IL
to furnish Labor and Materials
for the premises known as Well No. 8

PAY REQUEST NO. 3

of which Village of North Aurora, IL is the owner

THE undersigned, for and in consideration On hundred eighty two thousand five hundred three dollars and eighty cents
(\$ 182,503.80) Dollars, and other good and valuable considerations, the receipt
whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes
of the State of Illinois, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the
monies or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or
apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given under Our hand _____ and seal _____ this
21th day of September 2018



Brian M. Snelten, P.G. – Project Manager
Layne Christensen Company

SEAL

SEAL

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

AFFIDAVIT

STATE OF IL

DRAW# 3
JOB# 49614

THE undersigned, being duly sworn, deposes and says that he/she is the Project Manager
of Layne Christensen Company who is contractor for the New Well Drilling and testing
work on the project located at North Aurora Well No. 8
owned by Village of North Aurora
That the total amount of the contract including extras is \$ 778,854.00, on which payment of \$ 182,503.80
has been previously requested. That all waivers are true, correct, genuine, delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said
waivers. That the following are the names of parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions
of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required
to complete said work according to plans and specifications.

COMPANY NAME ADDRESS ACCTING. CONTACT NAME & PHONE # EMAIL	DESCRIPTION OF WORK OR MATERIALS PROVIDED	CURRENT CONTRACT AMOUNT	PREVIOUS PAYMENT REQUESTED	THIS PAYMENT DISTRIBUTED	BALANCE DUE INCLUDING RETAINAGE
Layne Christensen Company 721 W. Illinois Avenue Aurora, IL 60506	Drilling of well, installation of casing, and test pumping	691,354.26	204,839.64	112,227.02	374,287.60
Taylor Ridge Foundations, Inc. 6710 134th Ave W Taylor Ridge, IL 61284	Drilling of 30" surface borehole and installation of 26" casing	13,500.00	13,500.00	-	-
Livingston Pipe & Tube, Inc. PO Box 300 Staunton, IL 62088	Well Casing	68,151.00	3,137.60	65,013.40	-
Ozinga Redi Mix PO Box 910 Fankfort, IL 60423	Cement	5,848.74	585.36	5,263.38	-
					-
					-
					-
					-
					-
					-
					-
Page 1 of 1	TOTALS:	778,854.00	222,062.60	182,503.80	374,287.60

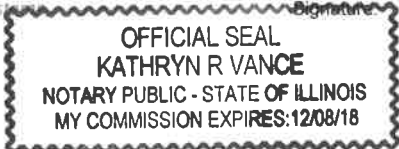
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 21th day of September 2018

Signature: Brian M. Sneller

Subscribed and sworn to before me this 21st day of September 2018

notary signature Kathryn R. Vance





OZINGA READY MIX CONCRETE, INC.
P.O. BOX 910
FRANKFORT, IL 60423
P: 708-326-4200 F:708-326-4201

RECEIVED

SEP 20 2018

MILWAUKEE OFFICE

SOLD TO:

LAYNE CHRISTENSEN COMPANY
W229 N5005 DUPLAINVILLE RD.
PEWAUKEE, WI 53072

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.
00011267	09/17/2018	1151340
P.O. NO.	TERMS	
322009	NET 30	
Page 1 of 1		

JOB NO.	LOT(S)
002026	

SHIPPED TO:

RANDALL RD & ICE CREAM DRIVE
NORTH AURORA, IL

DATE	PLANT	TICKET NO.	QUANTITY	UOM	DESCRIPTION	PRICE	EXTENSION
09/17/18	255	555722	4.75	CY	21.1 BG SLURRY NO AE	339.00	1610.25
09/17/18	255	555722	4.75	CY	ENVIRONMENTAL CHARGE	3.00	14.25
09/17/18	255	555723	4.75	CY	21.1 BG SLURRY NO AE	339.00	1610.25
09/17/18	255	555723	4.75	CY	ENVIRONMENTAL CHARGE	3.00	14.25
09/17/18	255	555724	4.75	CY	21.1 BG SLURRY NO AE	339.00	1610.25
09/17/18	255	555724	4.75	CY	ENVIRONMENTAL CHARGE	3.00	14.25

PRODUCT RECAP

			PRICE	EXTENSION	TAX	TOTAL
1526	21.1 BG SLURRY NO AE	14.25 CY	339.00	4830.75	386.46	5217.21
EC	ENVIRONMENTAL CHARGE	14.25 CY	3.00	42.75	3.42	46.17

Vendor #: 37031257
PO #: 322009
Coding: 49L14.1410.10310
PM: B. SWELTEN
CC:
DM: T. Healy
Cost Center/Region: 1016

TOTAL CYDS: 14.25
TOTAL TONS: 0.00

TAXABLE AMOUNT 4,873.50
EXEMPT AMOUNT 0.00
SALES TAX 389.88
INVOICE TOTAL 5,263.38

Paying by ACH is safe, quick and easy. Just use the following information to submit your payment today! Account # 5590045356 Routing #071000039

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) CHARGED ON ALL PAST DUE ACCOUNTS.
PLEASE COMPLETE THE LAST PAGE FOR ANY TAX ADJUSTMENTS AND SEND IN WITH PAYMENT. THANK YOU

Livingston Pipe & Tube, Inc.

ORIGINAL



P.O. BOX 300 • STAUNTON, IL 62088
800-548-7473 • 618-635-8700
TELEFAX # 618-635-8720

PAGE 1

approccessingcenter@layne.com
PO BOX 300

STAUNTON IL
FED ID: 37-1199626 62088

0102244
LAYNE CHRISTENSEN CO.
W229 N1433 WESTWOOD DRIVE STE 100
WAUKESHA, WI 53186

LAYNE CHRISTENSEN (JOBSITE)
229 WEST INDIANA AVE.
BEECHER, IL 60401

YOUR ORDER NO.		INSIDE SLS NO. / OUTSIDE SLS NO.		DATE SHIPPED	DATE INVOICED	INVOICE NO.
313264		0101/0101		5/11/18	5/11/18	01131836
DESCRIPTION			QUANTITY SHIPPED	UNIT PRICE		AMOUNT
			PIECES SHIPPED	UNIT OF MEASURE		
18.000 OD X .375 WALL PRIME BLACK PIPE LENGTH: 504 3 PCS 42' *			126.600 FT	\$50.8400 FT		\$6436.34
22.000 OD X .500 WALL PRIME BLACK PIPE LENGTH: 504 16 PCS 42' *			674.997 FT	\$82.6700 FT		\$55802.00
26.000 OD X .500 WALL PRIME BLACK PIPE			60.300 FT	\$98.0500 FT		\$5912.42
CUSTOMER NO.	MERCHANDISE TOTAL	MISCELLANEOUS	CUTTING	FREIGHT	SALES TAX	TOTAL INVOICE
	PAYMENT TERMS		IF PAID WITHIN DISCOUNT PERIOD, DEDUCT			
	2% 21 NET 30					
F.O.B		SHIP VIA		FREIGHT TERMS		B.O.L
DESTINATION		COMMON CARRIER NO FT		PREPAID		

CONTINUED

- The sale of any items covered by this invoice is conditioned upon the terms and conditions contained herein. Any additional or different terms or conditions proposed by Buyer are objected to by seller without need of further notice of objection. Buyer shall be deemed to have assented to all terms and conditions herein if any items are delivered by Seller.
- Prices are subject to change by Seller without notice. Should Buyer not accept delivery, Buyer shall pay to Seller all costs incurred by Seller up to that point, including but not limited to any costs of materials and special handling costs, plus an amount equal to what would have been Seller's profit on the order.
- Payment in full shall be made within the expressed invoice terms. Payment time frame commences from invoice date. If any payment due hereunder exceeds the expressed payment terms, Buyer shall pay to Seller one and one half percent (1 1/2%) per month on such payments due or the highest lawful rate which can be charged to Buyer, whichever is less.
- Transportation charges shall be made based upon the terms indicated on the reverse side of this invoice. Delivery of goods to common carrier, licensed trucker or vessel shall constitute delivery to Buyer and all risk of damage in transit shall be borne by Buyer. Title to the item thereof shall pass to the Buyer upon delivery of such item at the f.o.b. point. Risk of loss of an item shall pass to Buyer and Buyer hereby grants to Seller, a purchase money security interest under the Uniform Commercial Code in item until such time as full payment is received.
- This quotation and any contract based thereon is not assignable by Buyer without prior express written permission of Seller.
- Seller's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the manufacture, sale, price, delivery or use of the items furnished hereunder, shall be paid by the Buyer as a part of the said price on in lieu thereof the Buyer shall provide Seller with a tax-exemption certificate acceptable to the taxing authorities.
- Except for the description of items set forth on the face hereof, SELLER MAKES NO WARRANTIES OF ANY KIND, AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED BY LAW OF OTHERWISE. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER.
- Buyer agrees that the sole and exclusive remedy for any claims arising out of the foregoing warranty, including any claims based on the alleged negligence of Seller, its officers, agents, employees or dealers, shall be limited to repayment of the purchase price or the replacement, at Seller's option. In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this contract, or from its performance or breach, or from the items, exceed the price of the specific item which gives rise to the claim.
- This contract has been made in and its validity, interpretation, construction and performance shall be governed by and be in accordance with the laws of the State of Illinois. Buyer hereby waives trial by jury in any action or proceeding in connection with this contract.
- Should enforcement of any provision of this contract be sought by Seller (including but not limited to collection of any sum due by Buyer to Seller), Seller shall be entitled to be reimbursed by Buyer for all reasonable costs and expenses of such enforcement, including but not limited to reasonable attorneys' fees and disbursements.
- Seller's remedies specifically provided for herein are intended to be cumulative and shall not be deemed to exclude any other right or remedy that Seller may have at law or in equity.
- Any communication required or permitted to be given hereunder shall be given in writing and shall be delivered by the U.S. mail, postage prepaid, or by Telefacsimile, and addressed to the addresses on the face hereof.
- No claim shall be made and no action, regardless of form or basis, arising hereunder may be brought by buyer more than thirty (30) days after delivery of an item.
- This contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of each party hereto.
- The failure of Seller to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force effect. Any waiver by Seller of any violation of, breach of or default under any provision of this contract by the Buyer shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this contract.
- This contract constitutes the entire and only agreement between the parties respecting the subject matter hereof, and any prior agreements, representation, affirmations of fact, courses of prior dealings, promises or conditions in connection therewith or usages of the trade not incorporated herein shall not be binding on either party.
- Seller shall not be responsible for delays in or failure of delivery resulting from labor disputes, fires, floods or other casualties, public disturbances, governmental regulations, transportation delays, material shortages or other causes or conditions of similar nature or otherwise beyond the control of Seller, and Seller shall not be responsible for loss or damage of goods in transit.
- All goods are sold and delivered subject to standard manufacturing and other variations and practices customary in the trade. All claims for defective goods or for errors or shortages in goods delivered by Seller must be noted on the bill of lading upon receipt of the goods by Buyer. Buyer shall also notify Seller of such defects, errors or shortages within 48 hours of receipt of goods. Failure to notify Seller of any defects, errors or shortages within such period shall constitute an irrevocable acceptance of the goods and an admission that the comply with all terms and conditions of the contract between parties.

REMPE-SHARPE & ASSOCIATES, INC.
Geneva, Illinois 60134

APPROVAL OF PAYMENT NO. 3, PARTIAL

PROJECT: Well No. 8, Contract No 1 - Drilling	PROJECT NO. :	NA-469A
CONTRACTOR: Layne Christensen Company	APPLICATION DATE:	October 5, 2018
ADDRESS: 721 West Illinois Avenue Aurora, IL 60506	FOR PERIOD ENDING:	September 25, 2018
	APPLICATION AMOUNT:	\$182,503.80


ENGINEER'S APPROVAL

Attached hereto is a Contractor's Application for Partial Payment for work accomplished under his contract for the above-mentioned project through the date indicated above. Attached to the application is a Contractor's Certificate stating that all previous payments to him under his contract have been applied by him to discharge in full all his obligation in connection with this project.

The undersigned hereby approves payment to the Contractor of the Amount Due as shown on the Application for Partial Payment. It being understood that this approval by the undersigned does not constitute final approval or acceptance of the work accomplished or completed by the Contractor.

REMPE-SHARPE & ASSOCIATES, INC.
Consulting Engineers

DATE: OCTOBER 9, 2018

BY: 
Daniel A. Watson, P.E.
Vice-President

TITLE:

OWNER'S APPROVAL

The undersigned, being the Owner of the above-mentioned project and in accordance with the terms of the Contract Documents, does hereby approve the attached Application for Partial Payment to the Contractor for work accomplished under his contract for the above-mentioned project.

It being understood that this Approval by the undersigned does not constitute final approval or acceptance of the work accomplished or completed by the Contractor.

VILLAGE OF NORTH AURORA

BY: _____

TITLE: _____

DATE: _____

Accounts Payable

To Be Paid Proof List

User: mflatt
 Printed: 10/11/2018 - 11:29AM
 Batch: 00502.10.2018



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation						
039020						
Building Supplies	701.05	01-440-4799	Misc.	PSI223653	9/26/2018	10/15/2018
Building Supplies	369.32	01-440-4799	Misc.	PSI224237	9/28/2018	10/15/2018
Total:	1,070.37	*Vendor Total				
Aflac						
030540						
AFLAC- Oct 15 2018	225.58	01-000-2053	AFLAC	503011	9/26/2018	10/15/2018
Total:	225.58	*Vendor Total				
AIM						
046510						
September Flex	168.00	01-430-4267	Finance Services	00030059	10/1/2018	10/15/2018
Total:	168.00	*Vendor Total				
AT&T Global Services, Inc.						
023770						
Maint Contract/Oct 2018	157.17	01-430-4651	Telephone	IL832970	9/17/2018	10/15/2018
Total:	157.17	*Vendor Total				
AT&T						
001620						
PW Garage Internet Service	163.40	01-445-4651	Telephone	09072018	9/7/2018	10/15/2018
Total:	163.40	*Vendor Total				
Aurora Area Convention						
003770						
Akshar Hotel Tax/Sept 2018	2,869.04	15-430-4752	90% Tourism Council	10092018	10/9/2018	10/15/2018
Akshar Hotel Tax/Aug 2018	3,148.78	15-430-4752	90% Tourism Council	10092018-02	10/9/2018	10/15/2018
Total:	6,017.82	*Vendor Total				
B & F Construction						
015600						
Plan Review- Ashbury Garden Elevator	300.00	01-441-4276	Inspection Services	50065	9/12/2018	10/15/2018
Total:	300.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Bonnell Industries						
035410						
Leaf Vactor Repair	886.48	01-445-4511	Vehicle Repair and Maint	0181756-IN	9/12/2018	10/15/2018
Leaf Vactor Maint	2,067.00	01-445-4511	Vehicle Repair and Maint	0181807-IN	9/18/2018	10/15/2018
Total:	2,953.48	*Vendor Total				
Caliber Communications						
467748						
Hydrant Meter Deposit Refund	1,009.72	60-000-2215	Hydrant Meter Deposits	10042018	10/4/2018	10/15/2018
Total:	1,009.72	*Vendor Total				
Call One						
043480						
25 E State Street Lines	188.44	01-430-4651	Telephone	10152018-01	10/15/2018	10/15/2018
25 E State Street Lines	188.44	01-441-4651	Telephone	10152018-02	10/15/2018	10/15/2018
25 E State Street Lines	188.45	01-445-4651	Telephone	10152018-03	10/15/2018	10/15/2018
25 E State Street Lines	188.45	60-445-4651	Telephone	10152018-04	10/15/2018	10/15/2018
314 Butterfield Lines	88.13	01-445-4651	Telephone	10152018-05	10/15/2018	10/15/2018
316 Butterfield Lines	47.08	60-445-4651	Telephone	10152018-06	10/15/2018	10/15/2018
PRI Village Hall/Police Dept	287.44	01-440-4652	Communications	10152018-07	10/15/2018	10/15/2018
PRI Village Hall/Police Dept	287.44	01-430-4652	Communications	10152018-08	10/15/2018	10/15/2018
200 S Lincolnway Lines	1,392.44	01-440-4651	Telephone	10152018-09	10/15/2018	10/15/2018
Total:	2,856.31	*Vendor Total				
Comcast Cable						
040740						
VH Internet Service	181.54	01-430-4652	Communications	877120061001	9/20/2018	10/15/2018
PD Internet Service	222.80	01-440-4652	Communications	877120061011	9/20/2018	10/15/2018
WTP Internet Service	192.63	60-445-4652	Communications	877120061011	9/9/2018	10/15/2018
Total:	596.97	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Flat Tire Repair	29.50	01-445-4511	Vehicle Repair and Maint	3330020041	9/17/2018	10/15/2018
Total:	29.50	*Vendor Total				
Commonwealth Edison						
000330						
Streetlights/355 Moorfield	8.75	10-445-4660	Street Lighting and Poles	0795092063	9/17/2018	10/15/2018
Streetlights/1197 Comiskey	8.75	10-445-4660	Street Lighting and Poles	0903075187	9/17/2018	10/15/2018
ETP Electriciy	105.30	60-445-4662	Utility	1313136025	9/10/2018	10/15/2018
Streetlights/Rt 56 & Rt 25	137.70	10-445-4660	Street Lighting and Poles	1425064018	9/10/2018	10/15/2018
Streetlights/1193 Comiskey	8.75	10-445-4660	Street Lighting and Poles	1743032047	9/17/2018	10/15/2018
Total:	269.25	*Vendor Total				
Diangikes Sales LLC						
467750						
Duplicate Permit Refund	273.00	01-310-3130	Building Permits	10042018	10/4/2018	10/15/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	273.00	*Vendor Total				
Dreisilker Electric Motors						
467749						
Bearings & Install- ETP Exhaust Fan	1,028.00	60-445-4567	Treatment Plant Repair/Maint	I099373	9/14/2018	10/15/2018
Total:	1,028.00	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Service- Comm Dev/Zoning	1,564.00	01-441-4260	Legal	01908	9/30/2018	10/15/2018
Legal Service- DR Horton	1,963.50	90-000-E232	DR Horton - FV Golf Course	01909	9/30/2018	10/15/2018
Legal Service- Sept- Admin/Fin	2,071.50	01-430-4260	Legal	01910	10/9/2018	10/15/2018
Total:	5,599.00	*Vendor Total				
Drydon Equipment, Inc.						
3395						
Hoses & Lube- HMO Pumps	1,602.80	60-445-4567	Treatment Plant Repair/Maint	41918	9/17/2018	10/15/2018
Total:	1,602.80	*Vendor Total				
Faganel Builders LLC						
023110						
Bond Return/2327 Orr Ct	4,400.00	90-000-2225	Due To Others - Damage Bond	201804063	8/14/2018	10/15/2018
Bond Return/2393 Schrader Lane	3,200.00	90-000-2225	Due To Others - Damage Bond	201804064	9/14/2018	10/15/2018
Total:	7,600.00	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	3,741.97	71-000-1340	Gas/Diesel Escrow	3570818	9/20/2018	10/15/2018
Total:	3,741.97	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Replaice Fan Moter- WTP Hypo Exhaust	250.00	60-445-4567	Treatment Plant Repair/Maint	7588	9/20/2018	10/15/2018
Streetlight Repair	412.00	10-445-4661	Street Light Repair/Maint	7592	9/20/2018	10/15/2018
Add Outlet & Relocate Outlet- CD	647.50	01-445-4520	Public Buildings Rpr & Mtce	7593	9/20/2018	10/15/2018
Total:	1,309.50	*Vendor Total				
Government Finance Offers Assn						
026740						
Hannah- GFOA Membership	190.00	01-430-4390	Dues & Meetings	0195303	9/17/2018	10/15/2018
Flatt- GFOA Membership	150.00	01-430-4390	Dues & Meetings	0199958	9/17/2018	10/15/2018
Total:	340.00	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
PD/RTV1 Repair	3,828.00	01-445-4520	Public Buildings Rpr & Mtce	33595	9/20/2018	10/15/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	3,828.00	*Vendor Total				
ILLCO Inc.						
040110						
Ball Valves(8)	216.75	60-445-4567	Treatment Plant Repair/Maint	1341701	9/5/2018	10/15/2018
Total:	216.75	*Vendor Total				
Illinois Association Of						
029520						
Fisher- Membership Renewal	220.00	01-440-4390	Dues & Meetings	10032018	10/3/2018	10/15/2018
Total:	220.00	*Vendor Total				
Interactive Building Solutions, LLC						
050600						
Installation Of New Controllers On VH AHVs	7,620.00	21-452-4870	Equipment	105606	7/16/2018	10/15/2018
Total:	7,620.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- Oct 2018/PD	35,326.04	01-440-4130	Health Insurance	102018	10/10/2018	10/15/2018
Health Insurance- Oct 2018/Admin	7,681.95	01-430-4130	Health Insurance	102018-02	10/10/2018	10/15/2018
Health Insurance- Oct 2018/CD	2,173.42	01-441-4130	Health Insurance	102018-03	10/10/2018	10/15/2018
Health Insurance - Oct 2018/PW	10,532.62	01-445-4130	Health Insurance	102018-04	10/10/2018	10/15/2018
Health Insurance- Oct 2018/Water	7,464.44	60-445-4130	Health Insurance	102018-05	10/10/2018	10/15/2018
Health Insurance - Oct 2018/Retirees	1,226.93	01-000-2055	Payroll Deductions	102018-06	10/10/2018	10/15/2018
Health Insurance - Oct 2018/PD Pension	2,093.98	01-000-2055	Payroll Deductions	102018-07	10/10/2018	10/15/2018
Health Insurance-Oct 2018/COBRA	1,004.92	01-000-2055	Payroll Deductions	102018-08	10/10/2018	10/15/2018
Life Insurance- Oct 2018/PD	96.41	01-440-4135	Life Insurance	102018-09	10/10/2018	10/15/2018
Life Insurance- Oct 2018/PW	31.10	01-445-4135	Life Insurance	102018-10	10/10/2018	10/15/2018
Life Insurance- Oct 2018/Admin	18.66	01-430-4135	Life Insurance	102018-11	10/10/2018	10/15/2018
Life Insurance- Oct 2018/CD	11.47	01-441-4135	Life Insurance	102018-12	10/10/2018	10/15/2018
Life Insurance- Oct 2018/Water	12.44	60-445-4135	Life Insurance	102018-13	10/10/2018	10/15/2018
Voluntary Life - Oct 18	313.75	01-000-2052	Voluntary Life Insurance	102018-14	10/10/2018	10/15/2018
Total:	67,988.13	*Vendor Total				
Janco Chemical Supply, Inc						
000660						
PD Custodial Supplies	119.80	01-445-4421	Custodial Supplies	276630	9/19/2018	10/15/2018
Total:	119.80	*Vendor Total				
Joseph-James Enterprises, Inc						
467754						
Duplicate Permit Refund/210 Acorn ReRoof	305.00	01-310-3130	Building Permits	PRSF2018090	9/21/2018	10/15/2018
Total:	305.00	*Vendor Total				
JPMorgan Chase Bank, N.A.						
467751						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Grand Jury Subpoena Fees	18.36	01-440-4555	Investigations	17 GJ 354A	11/17/2017	10/15/2018
Total:	18.36	*Vendor Total				
K and L Management, Inc						
467672						
110 John Street TIF Facade Reimb	2,462.50	12-480-4784	TIF Reimbursements/Grants	09262018	9/26/2018	10/15/2018
Total:	2,462.50	*Vendor Total				
Kane County GIS Technologies						
467688						
GIS Hosting/Sept 2018	1,166.00	01-430-4280	Professional/Consulting Fees	NA-2018-09	10/1/2018	10/15/2018
Total:	1,166.00	*Vendor Total				
Kurt A. Metallo						
052370						
Stump Removal/84 Pine Hill Circle	120.00	01-445-4532	Tree Service	09252018	9/25/2018	10/15/2018
Total:	120.00	*Vendor Total				
Lauterbach & Amen, LLP						
467663						
FY '18 Audit Services	17,750.00	01-430-4265	Audit Services	30809	9/14/2018	10/15/2018
Total:	17,750.00	*Vendor Total				
Layne Christensen Company						
025170						
Well #8 Drilling/Pay Req #3/Partial	182,503.80	60-470-4875	Capital Improvements	92091696	10/8/2018	10/15/2018
Total:	182,503.80	*Vendor Total				
McKiness Ryan						
025240						
CIT International Conference Reimb	95.91	01-440-4370	Conferences & Travel	08192018	8/19/2018	10/15/2018
Total:	95.91	*Vendor Total				
Metro West COG						
032210						
Metro West Monthly Meeting/Berman	35.00	01-410-4390	Dues & Meetings	3619-01	9/28/2018	10/15/2018
Metro West Monthly Meeting/Bosco	35.00	01-430-4390	Dues & Meetings	3619-02	9/28/2018	10/15/2018
Total:	70.00	*Vendor Total				
Mickey Wilson Weiler Renzi Pc						
022740						
Admin Tows	110.00	01-440-4260	Legal	60915	9/27/2018	10/15/2018
Total:	110.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Mid American Water						
013680						
Water Stopper	96.00	18-445-4570	Sewers Rpr & Mtce	153374A	9/11/2018	10/15/2018
Total:	96.00	*Vendor Total				
Miner Electronics Corporation						
3383						
Squad Electronics Repair	95.00	01-440-4511	Vehicle Repair and Maint	266037	7/13/2018	10/15/2018
Squad Electronics Repair	148.76	01-440-4511	Vehicle Repair and Maint	266151	8/21/2018	10/15/2018
Squad Equip- '18 Inceptor	8,588.40	71-430-4869	Vehicles	266166	9/17/2018	10/15/2018
Squad Equip- '18 Inceptor	8,481.30	71-430-4869	Vehicles	266169	9/17/2018	10/15/2018
Squad Equip- '18 Inceptor	8,481.30	71-430-4869	Vehicles	266170	9/17/2018	10/15/2018
Squad Equip- '18 Inceptor	8,481.30	71-430-4869	Vehicles	266171	9/17/2018	10/15/2018
Squad Equip- '18 Inceptor	8,481.30	71-430-4869	Vehicles	266172	9/17/2018	10/15/2018
Total:	42,757.36	*Vendor Total				
MSC Industrial Supply						
051190						
Gloves, Nuts, Screws	373.89	01-445-4870	Equipment	2384427001	8/30/2018	10/15/2018
Total:	373.89	*Vendor Total				
Municode						
038650						
Municipal Code Hosting- 6/1/18 thru 5/31/19	950.00	01-410-4260	Legal	00309781	6/7/2018	10/15/2018
Total:	950.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Air Filter	4.39	01-445-4511	Vehicle Repair and Maint	303094	8/31/2018	10/15/2018
Squad Parts	169.56	01-440-4511	Vehicle Repair and Maint	303275	9/4/2018	10/15/2018
Old Loader Back Up Alarm	132.60	01-445-4511	Vehicle Repair and Maint	303491	9/6/2018	10/15/2018
Brake Pads, Rotors	83.11	01-445-4511	Vehicle Repair and Maint	303551	9/7/2018	10/15/2018
Head Lights- Truck #191 \$#174	52.04	01-445-4511	Vehicle Repair and Maint	303557	9/7/2018	10/15/2018
Power Steering	8.82	01-445-4511	Vehicle Repair and Maint	303571	9/7/2018	10/15/2018
Brake Pads & Hose- 2016 Ford F450	105.30	01-445-4511	Vehicle Repair and Maint	303772	9/10/2018	10/15/2018
Squad Parts	16.76	01-440-4511	Vehicle Repair and Maint	303918	9/12/2018	10/15/2018
Power Steering Fluid	14.72	01-445-4511	Vehicle Repair and Maint	304451	9/18/2018	10/15/2018
Degreaser, Cleaner, Brake Fluid	27.95	01-445-4511	Vehicle Repair and Maint	304499	9/19/2018	10/15/2018
Glue, Paint	10.55	01-445-4510	Equipment/IT Maint	304550	9/19/2018	10/15/2018
Squad Parts	360.29	01-440-4511	Vehicle Repair and Maint	305414	10/1/2018	10/15/2018
Total:	986.09	*Vendor Total				
Paddock Publications, Inc.						
026910						
Monroe Alley	115.00	01-445-4506	Publishing	T4508068	9/28/2018	10/15/2018
Prevailing Wage	75.90	01-445-4506	Publishing	T4508273	8/31/2018	10/15/2018
Total:	190.90	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Paddock Publications						
044240						
10-5 thru 11-29 Subscription	61.20	01-430-4411	Office Expenses	01052018	10/5/2018	10/15/2018
Total:	61.20	*Vendor Total				
Preventative Maintenance Systems, Inc.						
050200						
Truck PMs- #179	2,390.70	01-445-4511	Vehicle Repair and Maint	123012	7/16/2018	10/15/2018
DVR Repairs- Truck 176	1,153.77	01-445-4511	Vehicle Repair and Maint	123346	8/24/2018	10/15/2018
DVR Repairs- Truck 178	630.00	01-445-4511	Vehicle Repair and Maint	123347	8/28/2018	10/15/2018
Safety Lane Test	36.00	01-445-4511	Vehicle Repair and Maint	209445	9/16/2018	10/15/2018
Total:	4,210.47	*Vendor Total				
Propac, Inc.						
047240						
CERT Backpack & Gear	1,785.74	01-440-4558	Emergency Management	362836	9/17/2018	10/15/2018
Total:	1,785.74	*Vendor Total				
Ray O'Herron Co Inc						
000940						
Honor Guard Uniform	325.94	01-440-4160	Uniform Allowance	1850769-IN	9/28/2018	10/15/2018
Honor Guard Uniform	31.15	01-440-4160	Uniform Allowance	1851028-IN	10/1/2018	10/15/2018
Total:	357.09	*Vendor Total				
Rubino Engineering, Inc.						
039500						
Materials Testing	832.00	21-450-4255	Engineering	4547	7/31/2018	10/15/2018
Materials Testing	610.00	21-450-4255	Engineering	4653	8/31/2018	10/15/2018
Total:	1,442.00	*Vendor Total				
Ryan Herco Products, Corp.						
044700						
WTP Hydro Pump Valves	758.57	60-445-4567	Treatment Plant Repair/Maint	9039928	9/14/2018	10/15/2018
Total:	758.57	*Vendor Total				
Senior Service Associates, Inc.						
046290						
Donation/Pie Auction	250.00	01-410-4799	Misc. Expenditures	10042018	10/4/2018	10/15/2018
Total:	250.00	*Vendor Total				
Somonauk Water Lab, Inc.						
030510						
Monthly Samples & DBP Analysis	363.50	60-445-4568	Watermain Rprs. & Rplcmts.	180916	9/30/2018	10/15/2018
Total:	363.50	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Superior Asphalt Materials LLC						
031440						
Cold Mix	173.24	01-445-4540	Streets & Alleys Rpr & Mtce	20181050	9/11/2018	10/15/2018
Stone/Pot Holes	33.25	01-445-4540	Streets & Alleys Rpr & Mtce	20181065	9/13/2018	10/15/2018
Total:	206.49	*Vendor Total				
The Care of Trees, Inc.						
043470						
Tree Trimming	2,465.00	01-445-4532	Tree Service	913024197	9/7/2018	10/15/2018
Total:	2,465.00	*Vendor Total				
Thermastor Products Group						
036270						
New Dehumidifier	1,700.48	60-445-4567	Treatment Plant Repair/Maint	2986562 RI-0	9/18/2018	10/15/2018
New Dehumidifier	1,700.47	01-445-4520	Public Buildings Rpr & Mtce	2986562 RI-0	9/18/2018	10/15/2018
Total:	3,400.95	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
August Newsletter	1,789.77	01-430-4507	Printing	22510-01	8/31/2018	10/15/2018
August Water Bills	1,956.00	60-445-4507	Printing	22510-02	8/31/2018	10/15/2018
Late/Final Bills	505.56	60-445-4507	Printing	22624	9/30/2018	10/15/2018
Total:	4,251.33	*Vendor Total				
Traffic Control & Protection						
021520						
NA Community Parade Barricades	156.00	01-445-4545	Traffic Signs & Signals	27871	9/24/2018	10/15/2018
Total:	156.00	*Vendor Total				
Valley Lock Co., Inc.						
051220						
Lab Door Handle Repair- WTP	103.95	60-445-4567	Treatment Plant Repair/Maint	63880	9/18/2018	10/15/2018
Total:	103.95	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone Aug 13 - Sept 12	75.84	01-440-4652	Communications	9814584999-(9/12/2018	10/15/2018
Cell Phone Aug 13 - Sept 12	66.66	01-445-4652	Communications	9814584999-(9/12/2018	10/15/2018
Total:	142.50	*Vendor Total				
WatchGuard, Inc.						
467753						
Software Squad Camera	5,800.00	71-430-4870	Equipment	4BOINV0003	8/28/2018	10/15/2018
Squad Cameras(12)	71,424.00	71-430-4870	Equipment	4REINV0007	8/29/2018	10/15/2018
Total:	77,224.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Water Products Company						
001170						
2 W.M. Repair Clamps	190.09	60-445-4568	Watermain Rprs. & Rplcmts.	0283315	9/17/2018	10/15/2018
Total:	190.09	*Vendor Total				
Water Services						
005990						
Leak Detection	315.00	60-445-4568	Watermain Rprs. & Rplcmts.	28481	9/17/2018	10/15/2018
Total:	315.00	*Vendor Total				
Report Total:	464,944.21					

Village of North Aurora

Memorandum



To: Village President and Board of Trustees

From: Bill Hannah, Finance Director

CC: Steve Bosco, Village Administrator

Date: October 8, 2018

RE: Budget Amendment for FY 2018-19

Two (2) personnel/compensations items are included for the proposed budget amendment.

The first item concerns staffing in the Police Department records unit. Last year, after the retirement of a full-time records specialist, that employee was retained on a limited part-time basis during the transition and training of a new part-time employee. That employee has since continued to assist in a limited, part-time basis and is being requested to remain on a permanent, part-time basis due to the current and continued workloads of the records division. A separate memo regarding the request is attached. An adjustment to Village's authorized staffing level would be made, if approved. The estimated annual cost is approximately \$18,000.

The second item is an adjustment to the compensation range for the Custodian position. During the budget process, positions are evaluated based on job descriptions, current duties and comparable compensation and adjustments are made, if necessary. One review not completed at the time the budget was approved concerned the Custodian position. Based on a change in job duties, internal equity review and comparable information, a mid-year adjustment to the compensation of this position in the amount of 6% and is reflected in the attached range.

This item was discussed at the October 1st Government Operations Committee and recommended for Village Board consideration.

Ordinance No. _____
An Ordinance Approving the 1st Budget Amendment for Fiscal Year 2018-19

WHEREAS, the Village of North Aurora has adopted the Budget Act, and approved a Budget for the 2018-19 Budget Year (hereinafter “budget year”); and

WHEREAS, the corporate authorities of the Village have the authority to revise the budget without notice as long as the revisions do not increase the total budget of the Village beyond the funds that are available.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The budget amendment summarized in the document attached hereto and incorporated herein as Exhibit “A” are hereby approved by the corporate authorities.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Mark Carroll	_____	Tao Martinez	_____
Mark Gaffino	_____	Michael Lowery	_____
Mark Guethle	_____	Laura Curtis	_____

Approved and signed by me as President of the Board of trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018 A.D.

Village President

ATTEST:

Village Clerk

<u>Fund</u>	<u>Division</u>	<u>Account</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase/ (Decrease)</u>	<u>Revised Budget</u>
<hr/>						
<u>General Fund</u>						
	<u>Expenditures</u>					
	Police	PT Salaries	01.440.4030	63,639.00	18,000.00	81,639.00
		TOTAL			<u>18,000.00</u>	
<hr/>						

Village of North Aurora
Salary Schedule and Authorized Staffing
FY 2018-19

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Authorized</u>	
											<u>FT</u>	<u>PT</u>
Non-Union Positions												
Administrative Intern 2080 Hourly	31,845 15.31	33,093 15.91	34,362 16.52	35,714 17.17	37,086 17.83	38,522 18.52	40,102 19.28	41,746 20.07	43,451 20.89	45,261 21.76	0	0
Custodian 2080 Hourly	36,026 17.32	37,419 17.99	38,875 18.69	40,373 19.41	41,954 20.17	43,638 20.98	45,406 21.83	47,258 22.72	49,192 23.65	51,210 24.62	1	0
Customer Service Specialist 2080 Hourly	39,208 18.85	40,747 19.59	42,349 20.36	43,992 21.15	45,718 21.98	47,507 22.84	49,462 23.78	51,480 24.75	53,602 25.77	55,806 26.83	1	0
Fiscal/AP Specialist Building Permit Technician Police Records Specialist Fiscal/Utility Billing Specialist 2080 Hourly	43,347 20.84	45,011 21.64	46,800 22.50	48,630 23.38	50,523 24.29	52,520 25.25	54,662 26.28	56,888 27.35	59,218 28.47	61,630 29.63	0 1 2 1	1 0 2 0
Accounting Assistant Administrative/GIS Analyst	51,534 24.78	53,569 25.75	55,664 26.76	57,818 27.80	60,070 28.88	62,422 30.01	64,971 31.24	67,658 32.53	70,425 33.86	73,310 35.245	0 1	1 0
Executive Assistant/DVC 2080 Hourly	54,246 26.08	56,389 27.11	58,594 28.17	60,861 29.26	63,232 30.40	65,707 31.59	68,390 32.88	71,219 34.24	74,131 35.64	77,168 37.10	1	0
Code Enforcement Officer 2080 Hourly	55,016 26.45	57,179 27.49	59,384 28.55	61,714 29.67	64,085 30.81	66,602 32.02	69,326 33.33	72,197 34.71	75,130 36.12	78,229 37.61	1	1
Chief Building Inspector Information Technology Manager Accounting and Finance Manager 2080 Hourly	68,578 32.97	71,240 34.25	74,048 35.60	76,918 36.98	79,914 38.42	83,034 39.92	86,424 41.55	89,981 43.26	93,642 45.02	97,490 46.87	1 1 1	0 0 0
Streets Superintendent Water Superintendent 2080 Hourly	83,803 40.29	86,694 41.68	90,064 43.30	93,558 44.98	97,219 46.74	101,005 48.56	105,144 50.55	109,450 52.62	113,922 54.77	118,643 57.04	1 1	0 0

Does not include additional pay rates for licenses or stipends.

Village of North Aurora
Salary Schedule and Authorized Staffing
FY 2018-19

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Authorized</u>	
											<u>FT</u>	<u>PT</u>
Deputy Chief 2080 Hourly	94,328 45.35	98,010 47.12	101,816 48.95	105,789 50.86	109,949 52.86	114,234 54.92	118,893 57.16	123,760 59.50	128,835 61.94	134,118 64.48	2	0
Community Development Director	99,902	103,293	107,328	111,509	115,856	120,370	125,320	130,437	135,782	141,336	1	0
Finance Director											1	0
Public Works Director 2080 Hourly	48.03	49.66	51.60	53.61	55.70	57.87	60.25	62.71	65.28	67.95	1	0
Police Chief 2080 Hourly	108,867 52.34	112,570 54.12	116,938 56.22	121,514 58.42	126,235 60.69	131,165 63.06	136,552 65.65	142,147 68.34	147,992 71.15	154,024 74.05	1	0
Village Administrator	No Established Salary Range										1	0

Does not include additional pay rates for licenses or stipends.

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Bill Hannah, Finance Director

CC: Steve Bosco, Village Administrator

Date: October 8, 2018

RE: Update of Village's Investment Policy and New Investment Pool

The Village has had in place since at least 1998 an Investment Policy governing the investment of Village funds. In 1999 a new State law was adopted requiring municipalities to adopt an Investment Policy adopting several criteria and requirements. The Investment Policy has been modified at least five (5) times since then, with the most recent update being adopted by Resolution in 2013.

The statutes recommend that the policy be reviewed from time-to-time and any changes adopted by the Board. Staff is proposing the following revisions to the Investment Policy as attached with the more significant changes being:

1. Addition of Illinois Trust (an investment pool similar to Illinois Funds) to the list of authorized suitable investments.
2. Revision so that each major investment pool can have no more than 50% of the total investment portfolio at any given time.
3. Reference made to all ethics and conflict of interest policies the Village may have.
4. Incorporation of recent State law change which allows the Village to invest in corporate obligations with a maturity no longer than three years from the date of purchase
5. Update of items that are considered acceptable collateral for Village deposits in excess of FDIC insurance.
6. Clarification of the maximum, typical maturity for investments up to five years, with separate approval required for any investment with a duration longer than five years.
7. Language clarifying that any more restrictive laws or regulations shall automatically take effect, but regulations or laws that are more permissive require separate Village Board approval to adopt.

We have also attached information regarding the Illinois Trust investment pool which has had consistently very competitive rates compared to the other investment pools of the Village. Staff met with representatives who explained the competitive rate(s) offered and different tiers of investments offered with varying durations. **This item was discussed at the October 1st Government Operations Committee and was recommended for Village Board consideration.**

Resolution No. _____
Resolution to Approve a Revised Investment Policy for the Village of North Aurora

WHEREAS, the Village of North Aurora has previously adopted an Investment Policy on June 22, 1998 governing the investment of all Village funds except for the Police Pension funds; and

WHEREAS, it is important for the Village of North Aurora to review and update said policy from time-to-time and for the President and Board of Trustees to approve a resolution adopting a revised Investment Policy; and

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. 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 _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018, A.D.

Mark Guethle	_____	Tao Martinez	_____
Mark Gaffino	_____	Mark Carroll	_____
Michael Lowery	_____	Laura Curtis	_____

Approved and signed by me as President of the Board of trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Village President Dale Berman

ATTEST:

Village Clerk

VILLAGE OF NORTH AURORA INVESTMENT POLICY

Revised and Adopted by the Village Board: ~~May 20, 2013~~

1.0 POLICY

It is the policy of the Village of North Aurora to invest public funds in a manner which will provide a competitive investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all statutes governing the investment of public funds. It is the policy of the Village to comply with the Public Funds Investment Act (30 ILCS 235/) which requires the adoption of a written Investment Policy by the Village Board and any changes that may be made to that Act from time-to-time.

2.0 SCOPE

This investment policy applies to all of the financial assets of the Village of North Aurora in all Funds, except for the Police Pension Fund which is governed by its own Board of Trustees and has a separate investment policy. The following fund-types are accounted for in the Village of North Aurora's Comprehensive Annual Financial Report and are covered under this investment policy:

- 2.1 Funds: General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds (Except Police Pension)
- All other funds created by the Board unless specifically exempt

The Village will consolidate cash and reserve funds from all funds covered under this policy to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration.

3.0 PRUDENCE

Investments shall be made by persons of prudence with judgment and care under circumstances then prevailing. Investments shall be made for investment and not for speculation, considering the probable safety of capital, as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVE

The primary objective, in priority order of the Village of North Aurora's investment activities shall be:

4.1 Safety: Safety of the principal is the foremost objective of the investment program. Investments of the Village of North Aurora shall be undertaken in a manner that seeks the preservation of capital and the mitigation of credit and interest rate risk in the overall portfolio.

4.2 Liquidity: The Village of North Aurora's investment portfolio will remain sufficiently liquid to enable the Village to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day or short-notification liquidity for short-term funds.

4.3 Return on Investments: The Village of North Aurora's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the Village's investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to low risk securities in anticipation of earning a fair return relative to the risk being assumed.

5.0 DELEGATION OF AUTHORITY

The establishment of investment policies is the responsibility of the Village Board. Management and administrative responsibility for the investment program is hereby delegated to the Finance Director, under the oversight of the Village Administrator ~~Village Administrator who hereby delegates the daily administration to the Finance Director~~ who shall establish written procedures for the operation of the investment program consistent with this investment policy. This internal control directive will direct the use of independent safekeeping of securities and the purchase of and sale of securities on a delivery versus payment basis.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Village Administrator and Finance Director shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Village Administrator and Finance Director shall disclose to the Village Board any material financial interests in financial institutions that conduct business with the Village of North Aurora, and they shall further disclose any large personal/investment positions that could be related to the Village's portfolio. Employees and officers involved in the Village's investment program shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Village. The Village Administrator, Finance Director and any other employees involved in the day-to-day administration, accounting or other aspects of the investment program shall abide by any ethics or conflict of interest policies or ordinances that may be established by the Village from time-to-time.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND BROKER DEALERS

The Finance Director will maintain a list of financial institutions, commercial banks and broker dealers authorized to provide investment services. ~~This list will be updated and submitted to the Village Board for approval as changes occur.~~ The institutions will be selected based on financial condition, proper registrations, level of service and competitive pricing. The Finance Director will use a competitive process where practical to evaluate the investments and securities and prices of investments and securities. Broker dealers and investment managers selected will be required to read and sign off on the Village's investment policy and ensure that all investments proposed for purchase will conform to the Village's investment policy and applicable state statutes prior to providing broker services.

The Village Board authorizes the Finance Director to invest monies in any federally insured financial institution up to the current Federal Deposit Insurance Corporation (FDIC) limits. Investments in Certificates of Deposits shall not exceed FDIC limits at any point for the duration of the investment.

All broker/dealers must provide investments on a "delivery versus payment" basis (the security must be physically delivered or confirmed via the Federal Reserve Bank or DTC system before the Village's payment for the security is released) and must be primary dealers of government securities as listed by the Federal Reserve Bank of New York or regional dealers that qualify under the SEC's uniform net capital rule. Commercial banks authorized to provide investments on a "delivery versus payment" basis must have at least \$500 million in total assets and a Sheshunoff (a company that rates the creditworthiness of banks) rating of at least 30. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with the following:

- audited financial statements
- proof of National Association of Security Dealers certification
- proof of state registration
- certification of having read the Village's investment policy
- depository contracts

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The Village may invest in any type of security allowed for in the Illinois statutes regarding investment of public funds. These investments include, but are not limited to:

- Treasury obligations including bills, notes, bonds and stripped coupons.
- Bonds, notes, debentures and similar obligation issued by Agencies of the United States
- Interest bearing savings accounts, certificates of deposit or any other investment constituting direct obligations of commercial banks that are FDIC insured or collateralized.
- ~~Short term~~ Obligations of corporations (~~commercial paper~~) organized in the U.S. with assets exceeding \$500 million and rated at the time of purchase at one of the three (3) the highest qualifications by at least two of the standard rating agencies which mature not later than three (3) years from the date of purchase. ~~Must mature within~~
- ~~180 days from the date of purchase.~~
- The Illinois Funds Investment Pools
- The Illinois Metropolitan Investment Fund (Both the Convenience Fund and the 1-3 Year Fund)
- The Illinois Trust (formerly Illinois Institutional Investors Trust)
- Bonds issued by any county, township, city, village, incorporated town, municipal corporation, school district, any State, or political subdivision of any other State pursuant to the requirements in the Public Funds Investment Act. Bonds shall be rated at the time of purchase within the four (4) highest general classifications established by a rating service of nationally recognized in rating bonds of States and political subdivisions.
- Money market mutual funds permissible under state law
- Consistent with GFOA recommended practices; extreme caution should be exercised in the use of derivative instruments. Any purchase of derivatives, other than U.S. Treasury strips, requires written authorization from the Village Administrator.

9.0 COLLATERALIZATION

It is the policy of the Village of North Aurora to require that funds on deposit in excess of FDIC limits be secured by some form of collateral in order to manage custodial credit risk. The Village will accept any of the following assets as collateral:

- ~~U. S. Treasury Securities~~
- ~~Obligations of U. S. Federal Agencies or States~~
- ~~Obligations, GO Bonds or Revenue Bonds of Municipalities or Other Government Agencies~~
- Bonds, notes, or other securities constituting direct and general obligations of the United States;
- Bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States;

- Bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality;
- Direct and general obligation bonds of the State of Illinois or of any other state of the United States; provided, however, the bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;
- Revenue bonds of the State of Illinois or any authority, board, commission, or similar agency thereof; provided, however, the bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;
- Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes; provided, however, the bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;
- Revenue bonds of any city, town, county, or school district of the State of Illinois; provided, however, the bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;

(The Village reserves the right to accept/reject any form of the above assets)

The amount of collateral provided will not be, less than 105% of the fair market value of the net amount of public funds secured. The rate of fair market value of collateral to the amount of funds secured will be reviewed at least quarterly by the Village and additional collateral will be required when the ratio declines below 105% level. Pledged collateral will be held by the Village or in safekeeping and evidenced by a safekeeping agreement. If collateral is held in safekeeping, it may be held by a third party identified by the Village or by an escrow agent of the pledging institution. A collateral agreement will preclude the release of the pledged assets without the written approval of the Village, but the agreement may allow for an exchange of collateral of like value. If a tri-party collateral agreement exists, provisions for release of the pledged assets may occur without prior written approval of the Village provided the collateral ratio never declines below the 105% level and collateral securities are consistent with this policy.

10.0 SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the Village of North Aurora shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Village Board and evidenced by safekeeping receipts.

11.0 DIVERSIFICATION

In order to reduce the risk of default and manage credit risk, the Village shall diversify its investments by security type, ~~and~~ institution and investment pools. Therefore, the investment

portfolio of the Village of North Aurora shall generally not exceed the following diversification limits, ~~unless specifically authorized by the Board of Trustees:~~

- No financial institution shall hold more than ~~50~~75% of the Village's investment portfolio, exclusive of U.S. Treasury securities in safekeeping. This does not include custodial accounts, where a financial institution will hold individual securities that are in the Village's name
- No more than 50% of the Village's portfolio may be invested in U.S. Government Agencies, and no more than 25% may be invested in the obligations of a single agency.
- ~~Total deposits~~ Investments in the Illinois Funds shall not exceed ~~65~~50% of the Village's investment portfolio.
- ~~Deposits~~ Investments in the Illinois Metropolitan Investment Fund (1 to 3 year portion) shall not exceed 30% of the Village's investment portfolio.
- ~~Deposits~~ Investments in the Illinois Metropolitan Investment Fund (Convenience Fund) shall not exceed ~~75~~50% of the Village's investment portfolio
- Investments in the Illinois Trust shall not exceed 50% of the Village's investment portfolio.
- Brokered certificates of deposit shall not exceed ~~40~~35% of the Village's investment portfolio.
- Investments in bonds of states, counties, villages, cities, townships, school districts or any other political subdivision of a state shall not exceed 25% of the investment portfolio
- Corporate obligations ~~Commercial paper~~ shall not exceed 10% of the Village's investment portfolio.

12.0 MAXIMUM MATURITIES

To the extent possible, the Village of North Aurora will attempt to match its investments with anticipated cash flow requirements. In order to manage interest rate risk and unless matched to a specific cash flow, the Village will not directly invest in securities maturing more than ~~three~~ five (5) years from the date of purchase.

Reserve funds may be invested in securities exceeding ~~three~~ five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. Any investment purchased with a maturity longer than ~~three~~ five (5) years must be supported with written documentation explaining the reason for the purchase. Any investment purchased with a maturity longer than five years must also be approved by the Village Administrator.

13.0 INTERNAL CONTROLS

The Finance Director is responsible for establishing and maintaining an internal control structure designed to insure that the assets of the Village of North Aurora are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Finance Director shall also establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

14.0 PERFORMANCE STANDARDS

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall obtain a market average rate of return during a market/economic environment of stable interest rates. The Village's investment strategy is passive, which means securities are generally intended to be held until maturity. Given this strategy the basis used by the Finance Director to determine whether market yields are being achieved on a 3-month rolling average shall be the three-month U.S. Treasury Bill. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

15.0 REPORTING

The Finance Director will prepare a monthly investment report that summarizes the current investment portfolio. The report will list all current investments at their book value and market value, their yield to maturity and maturity date, income earned and the average weighted yield for the portfolio. The report will also determine the percentage of each category of investment compared to the total portfolio. The report will also include a comparison to the performance benchmark. The Finance Director shall communicate such information monthly to the Village Administrator and Village Board of Trustees.

16.0 INVESTMENT POLICY ADOPTION

The Village of North Aurora's investment policy shall be adopted by resolution. This policy shall be reviewed on a regular basis by the Finance Director and any modifications made thereto must be approved by the Village Board of Trustees.

In the event that any state or federal legislation or regulation should further restrict instruments, institutions or procedures authorized by this policy, such restrictions shall be deemed to be immediately incorporated in this policy. If new legislation or regulation should liberalize the permitted instruments, institutions or procedures, such changes shall be available and included in this Policy only after written notification to the Board and their subsequent approval of said changes.

17.0 LEGISLATION AND DOCUMENTATION

The Village's investment program shall comply at all times with the Illinois Public Funds Investment Act (30 ILCS 235/1 et seq.) and other state laws governing the investment of public funds, as amended from time to time. In the event of any conflict between this Policy and the Illinois Public Funds Investment Act and other state laws, the provisions of the Illinois Public Funds Investment Act and other state laws shall control.

The Finance Director will maintain a list and is hereby authorized to deposit Village monies, in accordance with 65 ILCS 5/3.1-35-50, in financial institutions as attached hereto as Appendix A. The Finance Director shall review this list from time to time and shall submit any modifications thereto to the Board for approval.

**Village of North Aurora
Investment Policy
Appendix I**

List of Commercial Banks and Authorized Depositories

U.S. Bank

Old Second National Bank

J. P. Morgan Chase

~~Charter One Bank~~

Fifth Third

~~BMO Harris N.A.~~

Bank of America

Citibank

MB Financial Bank

First State Bank

Wintrust Financial Corporation

List of Authorized Broker Dealers

Fifth Third Securities, Inc.

PMA Financial Network, Inc.

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Bill Hannah, Finance Director

CC: Steven Bosco, Village Administrator

Date: October 8, 2018

RE: Revisions to Human Resources Manual

Attached are proposed revisions to the Village's Human Resources Manual covering two (2) different changes. As a reminder, benefits and terms of employment for non-union employees (and union employees where appropriate) are covered in this manual.

1. As previously discussed with the Village Board, the Village has been working for calendar 2019 to reduce the number of official village holidays from twelve (12) to eleven (11), and provide employees with an additional eight (8) hours of personal time in lieu of. This would allow Village offices to remain open an additional day. The official holiday eliminated would be President's Day. This change has been successfully agreed to through the collective bargaining agreements. As stated above this change would go into effect for the 2019 calendar year.
2. The Village joined the Intergovernmental Personnel Benefit Cooperative for the provision of employee health coverages and other benefits effective January 1, 2018. IPBC's fiscal year begins July 1st and the Village's plan year for benefits begins January 1st. The attached change would clarify that the employee contributions for each calendar plan year would be set based on the current percent allocations and premiums in effect as of January 1st. Essentially, employees would not be charged for any additional increase (or credit for decrease) that may occur during the calendar year to Village premiums to IPBC on July 1st, but those changes (increases or decreases) would take effect the following January 1st.

This item was discussed at the Government Operations Committee on October 1st and recommended for Village Board consideration.

Resolution No. _____
Resolution to Approve Revisions to the Human Resources Manual
for the Village of North Aurora

WHEREAS, the Village of North Aurora adopted a revised Human Resources Manual on November 2, 2015 and was subsequently modified on December 19, 2016 March 6, 2017 and December 18, 2017; and

WHEREAS, the Village has determined that further revisions should be made to Chapter 5 Employee Benefits and Eligibility in order implement changes to Section 5.2 Holidays, Section 5.3 Personal Days and Section 5.8 Health Coverage Plans; and are in the Village's best interest to be made; and

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. The Human Resources Manual Revisions summarized in the document attached hereto and incorporated herein as Exhibit "A" are hereby approved by the corporate authorities.
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 _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018, A.D.

Mark Guethle	_____	Mark Carroll	_____
Mark Gaffino	_____	Michael Lowery	_____
Tao Martinez	_____	Laura Curtis	_____

Approved and signed by me as President of the Board of trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Village President Dale Berman

ATTEST:

Village Clerk

CHAPTER 5 EMPLOYEE BENEFITS AND ELIGIBILITY**5.1 Employee Eligibility**

An employee's eligibility to receive benefits as outlined in this chapter is determined by the following categories of employment status as previously defined:

1. Full-Time Employee: Full-time employees are eligible for all benefits described in this chapter unless specifically stated otherwise.
2. Regular Part-Time Employee (1,000 Hours a Year or More): Employees in this classification are only eligible for:
 - Workers' compensation benefits
 - Participation in the Illinois Municipal Retirement Fund (except sworn police)
 - Prorated holiday pay based on the full-time equivalency of their position
 - Overtime if the total hours worked or compensated is more than forty (40) in the workweek
 - Participation in voluntary life insurance, short-term disability insurance, accident/hospitalization and other related coverages and programs from time-to-time
 - Participation in the Village's 457 deferred compensation program
3. Regular Part-Time Employees working less than 1,000 hours a year and Seasonal/Temporary employees are eligible only for workers' compensation benefits and overtime if hours worked is greater than forty (40) in the workweek.
4. Pursuant to the Affordable Care Act (ACA) the Village will also provide the health insurance benefit option to Regular Part-Time Employees working on average thirty (30) or more hours in a work week. The cost to the employee will be the same as other Full-Time Employees.

As a reminder, if a conflict exists between a provision in this manual and a provision in a collective bargaining agreement with a recognized collective bargaining unit the provision in the collective bargaining agreement will take precedence.

Employees may refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. Naturally, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists. Please see the Finance Department for specific information.

5.2 Holidays

The Village recognizes ~~twelve~~ eleven (121) holidays during the calendar year:

Holiday	Date Observed
New Year's Day	January 1
President's Day	National Holiday (Third Monday In February)
Spring Holiday	Friday Before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31

If a holiday's observed day falls on a Saturday the holiday will be observed on the preceding Friday. If a holiday's observed day falls on a Sunday the holiday will be observed on the following Monday. If a holiday falls on a Saturday and the preceding Friday is also a Holiday, the two consecutive holidays will be observed on Thursday and Friday. If a holiday falls on a Sunday and the following Monday is also a holiday the two consecutive holidays will be observed on Monday and Tuesday. Holiday time is defined as eight (8) hours of compensation per holiday.

Holidays falling within an employee's scheduled vacation shall not count against the employee's vacation time.

Employees on an unpaid leave of absence are not eligible to receive holiday pay.

In the event an employee does not work the scheduled day before or after a holiday and is not on an authorized absence that employee shall not receive holiday pay until an excusable absence or proof of illness is presented to the satisfaction of the Department Head.

5.3 Personal Days

Employees will be granted two (~~23~~) personal days equivalent to ~~twenty-four~~~~sixteen~~ (~~16~~~~24~~) hours of leave on January 1 that can be used for any purpose during the year. Personal leave days must be used during the calendar year they are granted and cannot be carried over to the following year. Personal days will not be paid out upon termination of active employment. A minimum of one (1) hour increment must be used unless otherwise agreed to by the Department Head.

Personal days for new employees will be prorated depending on the quarter in which their employment begins.

Employment Begins	Time Earned
01/01 – 03/31	12 <u>18</u> Hours
04/01 – 06/30	8 <u>12</u> Hours
07/01 – 09/30	4 <u>6</u> Hours
10/01 – 12/31	0 Hours

5.4 Vacation Leave

Vacation leave is provided on the basis that employees benefit by periodic intervals of rest and recreation and time away from their job with the Village and that an appropriate work-life balance contributes to the employee's overall well-being and ability to effectively carry out their job responsibilities. Accrual of such benefits derives from continued and ongoing service to the Village.

Employees accrue vacation leave based on their full-time anniversary date with the Village and the number of years of service based on the schedule below. Vacation leave will be earned to the employee on a per pay period basis on the 1st and 2nd pay dates of each month (or twenty-four (24) times per year, also the "Accrual Rate.")

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

The vacation accrual rate for Department Head positions will never be less than three (3) weeks per year but otherwise consistent with the above table.

Maximum Accrual and Exceptions

Vacation leave will be earned per the schedule above and leave will be deducted from the employee's total time when used. The maximum amount of vacation leave that an employee will be allowed to accumulate in their vacation bank will be equal to one (1) year's Annual Vacation Amount as set forth in the schedule above plus one (1) week ("Maximum Accrual"). Once an employee reaches the Maximum Accrual vacation leave will cease to accrue until an employee is no longer at the Maximum Accrual. Employees are responsible for monitoring the amount of vacation leave they have accumulated and providing sufficient notice and request to use such leave so that the Maximum Accrual is not exceeded.

The Village Administrator may approve a temporary accumulation of vacation leave greater than

the Maximum Accrual, at his sole discretion based on the operational needs of the department and Village. Such additional accrual may not exceed one (1) additional week of vacation leave greater than the Maximum Accrual. Employees granted a temporary accumulation of vacation leave greater than the Maximum Accrual must use enough vacation leave within a twelve (12) month period after Village Administrator approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.

Vacation Leave Requests

The Village will make reasonable attempts to accommodate vacation leave requests, subject to the operational needs of each Department. Generally no more than two (2) weeks of vacation may be taken consecutively. Requests longer than two weeks require Department Head and Village Administrator approval.

Vacation leave will be paid at the employee's normal straight time hourly rate. Employees should typically attempt to request the use of vacation leave at least one (1) week in advance.

The Department Head and Village Administrator may authorize an advance of vacation leave of up to two (2) days in order to accommodate an employee's vacation leave that may result in an employee's vacation leave accrual being negative after the vacation usage. Employees must be in good standing with the Village to be eligible for consideration.

Accrued but unused vacation leave shall be paid out to the employee upon termination of employment.

Additional Vacation Leave Benefits

The Village Administrator is authorized to grant additional vacation benefits to prospective employees as a condition of employment, recognizing the need of the Village to attract highly qualified candidates as part of an overall wage/benefit proposal. Such benefits shall be made in writing at the time of initial employment, become part of the employee's file and communicated as such to the Village Board.

Payment in Lieu of Vacation Time

Eligible employees not represented by a collective bargaining agreement may elect to "cash out" a limited number of hours of vacation time on an annual basis. Annually in November the Finance Department will inform employees of the option and provide forms and deadlines for employees to consider the option for the year. Generally, the process will be conducted so that the payout of accrued time is processed by the first paycheck in December.

In order to be eligible an employee must have at least one (1) year of continuous full-time employment as of November 30th, not be in any introductory status and be in good standing with the Village. Employees may elect to cash out up to forty (40) hours of vacation time annually. Payment will be made at the employee's current hourly rate as of the last day of the prior two-week payroll period being paid on the 1st payday of December. Employees electing to cash out

5.8 Health Coverage Plans

The Village provides health coverage to eligible employees and their dependents. The coverage or insurance may take one of several configurations including an HMO, PPO, HSA or other type of program. Exact plan configurations will be determined annually by the Village. Coverage begins the first day of employment. Employee contributions will generally be set for the plan year based on premiums in effect at the beginning of the plan year, with amounts based on the following percentages: ~~The current employee contributions to the total cost of the group health coverage plan are as follows:~~

HMO	8%
PPO	20%
HSA	20%

The above percentage contributions apply to all types of tiers that may be defined such as single, family, employee plus child and employee plus spouse.

Employees may refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. Naturally, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists.

5.9 COBRA Coverage

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation of group health plan coverage is available for qualified employees for predetermined amounts of time. If an employee opts to continue coverage they will be responsible to pay the full monthly premium to the Village. Failure of the former employee to pay the Village full premium when due will result in the forfeit of continuing coverage eligibility in accordance with current COBRA law.

5.10 Continuation of Coverage Upon Retirement

Employees eligible for health insurance benefits may continue participation in the existing health coverage program upon retirement with the Village. Employees will be responsible for 100% of the cost of the coverage. Continuation may continue past medicare-eligible age at the discretion of the employee. Terms and conditions of the coverage may be affected by State statute and federal law.

5.11 Dental Insurance

The Village may provide employees with the option of enrolling in a dental insurance program that may take a variety of forms. The employee contribution towards the program will be set by the Village from time to time.

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION: VALLEY GREEN PHASE II ENVIRONMENTAL TIF REQUEST
AGENDA: 10/15/2018 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution approving Route 31 TIF funding for Phase II environmental testing for the 84-acres of land comprised of the Valley Green Golf Course and the easterly 24-acre property in North Aurora

DISCUSSION

Space Center is the current contract buyer and potential developer of the 84 acres of land comprised of the Valley Green Golf Course and the 24-acre property located directly to the east of Valley Green. As the submitted conceptual site plan illustrates, Space Center intends to develop the properties with warehouse buildings in combined excess of one million square feet. As part of the due diligence process a Phase I environmental assessment was conducted and noted that the properties have a history of farming, maintenance activities associated with the golf course, underground storage tanks and are divided by a vacated rail line. In order to achieve compliant status with the Illinois Environmental Protection Agency, the next step would be the physical testing of the properties through a Phase II environmental assessment.

Space Center is now requesting the use of the Route 31 Tax Increment Financing District funds to finance the Phase II environmental assessment. Proposals from both Carlson Environmental (\$34,400) and Synergia (\$31,885) were submitted for the Phase II testing. According to Space Center, Carlson Environmental would be their preferred group as they have worked with them in the past and Carlson is currently working on a similar golf course assessment in Northbrook, IL.

Staff notes that there is no precedence for such request to the Village. Upon verification of the applicability of the use of TIF funds for the Phase II, the Village's TIF consultant confirmed that the Phase II is a TIF-eligible expense and other municipalities have used TIF funds for similar requests.

The Operations Committee discussed this item at their October 1, 2018 meeting. While Committee was supportive of the request, they did not find a compelling reason to not use the lowest bid amount (\$31,885) and recommended that the request use the lowest bid amount as a 'not to exceeds' amount in the event that Space Center elects to render services from Carlson Environmental.

Attachments:

1. - October 1, 2018 Operations Committee submittal information
2. Resolution approving Route 31 TIF funding for Phase II environmental testing for the 84-acres of land comprised of the Valley Green Golf Course and the easterly 24-acre property in North Aurora



Village of North Aurora
Dale Berman Village President
Village Board of Trustees
25 East State Street
North Aurora, IL 60542

September 24, 2018

RE: 84 Acre North Aurora Industrial Development

Dear President Berman and Village Board Trustees:

Space Center Inc. is currently under contract to purchase and develop the 84 acre aforementioned parcel. Attached for your review is the most recent site plan as well as the IDOT Rt. 31 entryway and realignment exhibit. I am also attaching proposals from Carlson Environmental and Synergia to complete the initial steps to obtain a No Further Remediation (NFR) letter from the IEPA. Space Center kindly requests the approval to be reimbursed through the TIF for an amount not to exceed \$34,400. This additional testing, analysis and reporting is required to enter into the Illinois Voluntary Site Remediation Program (SRP).

While normally a Seller's obligation, Space Center, in conjunction with Carlson Environmental, has agreed to finance and control this initial Phase II process with the understanding that the Village of North Aurora will reimburse SC through the TIF. This is a required step to determine the extent of the contamination, report the results to the IEPA and obtain plans and procedures to remediate accordingly. Any and all remediation would take place post-closing.

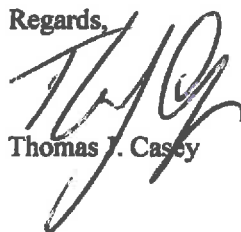
Space Center has chosen Carlson Environmental due to our long standing business relationship as well as our experience working with them on both Phase I and II analyses. In addition, Carlson Environmental is currently obtaining a site wide, comprehensive NFR Letter for a golf course in Northbrook, IL, with the same chemicals of concern identified at the subject's site.

All of the Phase I and II information will be shared with the Village and the Sellers. This information will be beneficial to the further advancement of the development of the site, whether now or in the future.

Once approved by the Village President and Board of Trustees, Space Center will contract immediately with Carlson Environmental and manage the process from start to finish. The approximate time frame of the completion of the sampling, field work, lab analysis and recording should be approximately 30 days.

Please feel free to contact me at any time with any questions or concerns.

Regards,



Thomas J. Casey

September 17, 2018

P-33296R

Mr. Tom Casey
Space Center, Inc.
19 East First Street, Suite B
Hinsdale, Illinois 60521

**Re: Proposal
Site Remediation Program Support
84-Acre North Aurora Industrial Development
Valley Green Golf Course
314 Kingswood Drive
North Aurora, Illinois**

Dear Mr. Casey:

Carlson Environmental, Inc. (Carlson) welcomes the opportunity to provide Space Center, Inc. (Client) with this proposal for Site Remediation Program (SRP) support services for the above-referenced property. It is our understanding that an industrial/commercial development is planned for the subject site, and that pursuit of a site-wide, comprehensive No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) is desired at this time.

Carlson has obtained more NFR Letters than any other firm in Illinois except one (and they have twice as many employees) and we are also currently obtaining a site wide comprehensive NFR Letter for a golf course in Northbrook that is being converted to residential use with the same chemicals of concern identified at the subject site.

Background

Carlson was provided with a July 10, 2018, Phase I Environmental Site Assessment Report (Phase I) prepared by Jacob & Hefner Associates, Inc. (J&H). According to J&H's report, the western portion of the 84-acre site was previously used as a quarry, farmland, and then a golf course beginning in 1956. In addition to the golf course, a club house/cart storage building, a lawn mower storage building, a maintenance building, and parking lots are present on the western portion of the site. Reportedly, the east and west portions of the site were once separated by a railroad line. Though the tracks and ties have been removed, the now-overgrown track bed remains. The eastern portion of the site was previously a farmstead, beginning in 1906 until present. Various outbuildings have been erected and demolished over time on this portion of the site.

Mr. Tom Casey
Space Center, Inc

P-33296R

J&H's Phase I identified the following recognized environmental conditions (RECs):

- Maintenance activities associated with equipment and vehicles for the operation of the Valley Green Golf Course Building due to use of solvents and petroleum products.
- A former railroad line once bisected the site. Although the railroad track and ties have since been removed and the area is now overgrown, the remaining rail bed has the potential to be impacted with contaminants such as polynuclear aromatics (PNAs), creosote and herbicides. Additionally, earlier sampling of this area by Testing Service Corporation (TSC) indicated elevated concentrations of arsenic and lead within the railroad grade area.

Additionally, J&H identified the following historic RECs and de minimis conditions:

- An historic 550-gallon gasoline underground storage tank (UST) was reported located on the eastern portion of the property behind the garage. The UST was reportedly removed in 2016; neither groundwater nor soil contamination was observed in association with the UST.
- Surficial staining noted by TSC was assessed by soil sampling; no contamination was indicated.
- J&H observed numerous labeled/unlabeled containers, including petroleum hydrocarbons, as well as two aboveground storage tanks.

Scope of Work

In order to obtain a comprehensive NFR from the IEPA, it will be necessary to obtain additional soil, groundwater and soil gas samples to characterize the subsurface conditions present on the entire site, and particularly where historic activities may have results in releases to the environment.

J&H's Phase I notes that the farmstead has one or two water wells on the eastern property. It was unclear whether this well(s) remains in active use. Regardless, this well(s) will require abandonment in accordance with the Illinois Water Well Code as a condition of and prior to obtaining a NFR letter. No costs for this abandonment have been included in this proposal.

Carlson assumes that Space Center, Inc. does not object to submission of J&H's Phase I ESA to the IEPA in support of the goal of obtaining a NFR letter for the site. Carlson was not provided with a copy of TSC's 2016 reports nor of the UST removal photos. In order to present their

Mr. Tom Casey
Space Center, Inc

P-33296R

earlier findings to the IEPA, Carlson has assumed that we will be provided with a copy and that TSC's reports can also be submitted to IEPA. This will allow us to avoid duplicating their earlier sampling work.

As requested Carlson will also conduct asbestos sampling of the material identified during the recent Phase I assessment as well sample the potential Lead Based paint for lead content.

Task 1: Supplemental Investigation

Carlson proposes to advance 16 - 24 additional soil borings on site using a combination of hand tooling and a pickup truck-mounted GeoProbe rig to collect additional soil samples as follows:

- 1) Advance 3-5 borings in the golf course maintenance building area at locations to be determined after review of TSC's report and after observing site conditions for staining, ponding, and buried utilities which can provide preferential pathways for contaminant migration. These samples will be analyzed for volatile organic compounds (VOCs), PNAs, pesticides, RCRA metals and pH. One or two soil samples will also be collected from these borings for fraction organic carbon analysis and for flexible wall permeameter testing to potentially aid in the derivation of Tier 2 soil remediation objectives and groundwater modeling, if helpful. One to two of these borings will be converted to temporary monitoring wells to facilitate collection of groundwater samples. The groundwater samples will be analyzed for VOCs, PNAs and RCRA metals.
- 2) Advance 1-2 borings near the former 550-gallon UST to determine whether impacted soils are present in this area. These samples will be analyzed for benzene, toluene ethylbenzene and xylenes (BTEX), PNAs, RCRA metals and pH.
- 3) Advance 3-4 borings along the former railroad line to assess whether historic railroad ties and/or application of chemicals have impacted subsurface soils. These samples will be analyzed for semi-volatile organic compounds (SVOCs) including PNAs and creosote. The samples will also be analyzed for pesticides, RCRA metals and pH. One of these will be finished as a temporary monitoring well to facilitate collection of groundwater samples for VOC, PNA and RCRA metals analyses.
- 4) Advance 9-13 shallow soil borings throughout the site. These samples will be analyzed for PNAs, RCRA metals, pesticides and/or pH to assess for impacts from historic golf course activities, as well as overall site characterization. IEPA requires that an acceptable minimum data set size be collected in order to be sufficiently robust to allow for statistical evaluation. These samples will potentially support that objective, potentially eliminating or minimizing engineered barriers. A temporary monitoring well will be installed in one of these borings (to greater depth) to facilitate collection of groundwater samples for VOC, PNA and RCRA metals analyses.

Mr. Tom Casey
Space Center, Inc

P-33296R

- 5) Collect five soil gas samples at various locations throughout the site to assess the indoor inhalation exposure route. The soil gas samples will be collected using GeoProbe's post-run tubing method and will be analyzed for toxic organics.

The soil and groundwater samples will be placed in a clean laboratory approved containers with teflon-lined lids and will be stored on ice in an insulated container.

All tools and augers used in drilling and sampling will be cleaned with an Alconox solution prior to collection of each sample. The individual collecting the samples will use new vinyl or latex gloves for each sample and the samples will be placed into clean glass jars/vials. Each borehole will be brought back to grade with soil cuttings and/or bentonite chips, and completed with asphalt or concrete patching, if appropriate. Carlson is not responsible for any additional surface restoration.

Physical constraints such as building foundations, pole mounted and buried utility locations, etc. can impact the placement of boring locations. Prior to emplacing the boreholes, Carlson will contact an underground utilities locating service to identify natural gas, electrical, cable, telephone and other underground utilities in the areas to be drilled. The Client is responsible for arranging and providing access to the site. Additionally, the Client is responsible for informing Carlson regarding the location of any private utilities (sewers, water mains, steam tunnels, and other utilities). Carlson is not responsible for repairing property damage incurred during or as a result of the drilling or sampling activities.

Task 2: Asbestos/Lead Paint Testing

As part of the proposed investigation, Carlson will also collect samples of the materials identified during the recent Phase 1 as potentially containing asbestos or being lead based paint.

Task 3: SRP Reporting

Assuming that the results of the additional soil, groundwater and soil gas sampling are favorable and additional sampling or active remediation is not warranted for purposes of being able to submit the information to the IEPA, the results of the proposed and previous site investigations will be combined into a submittal to the IEPA SRP. Carlson assumes that all prior work by J&H and TSC may be included in the SRP reports.

The results of the investigation will be documented in a combined Comprehensive Site Investigation Report (CSIR), Remediation Objectives Report (ROR), and a Remedial Action Plan (RAP) or Remedial Action Completion Report (RACR), and will be submitted to the IEPA on behalf of the client in order to document site investigations at the subject site, propose remediation objectives for the subject site, and present the strategies to mitigate the potential

Mr. Tom Casey
Space Center, Inc

P-33296R

risks posed by soil, groundwater or soil gas contamination on site such that it can be managed in place as allowed by the IEPA SRP and TACO regulations. As such, Carlson has assumed that the Client does not object to inclusion of various institutional controls as part of the remedy proposed for this site. Such institutional controls typically include deed restrictions that require worker caution statements, an industrial/commercial future land use restriction, the installation and maintenance of engineered barriers, such as pavements and building slabs over all or portions of the site, or the use of Soil Management Zones (SMZs) at the site. *Please note that a NFR letter cannot be issued for the subject site until engineered barriers are in place over areas where contaminant concentrations necessitate their construction including over SMZs and until the existing well(s) has been properly abandoned.* Other institutional controls can include building control technologies to mitigate indoor air concerns where volatile chemicals are present in groundwater or soil gas. They may also include a requirement that any buildings constructed on site have full concrete floors with no sumps.

Carlson notes that the Village of North Aurora does not currently have a water well ordinance that encompasses the subject site (though they have others for different locations within the village, suggesting that they are familiar with the process). In the event that groundwater contamination is detected on site at concentrations exceeding the IEPA TACO remediation objectives, then an on-site water well prohibition may be triggered. At this time, Carlson has assumed that off-site lateral migration of groundwater contamination will not be predicted. No costs for working with the Village on an additional ordinance or with potentially affected neighbors on pursuit of Environmental Land Use Controls are included in this proposal. Should either of these become necessary, Carlson will prepare a second proposal for your consideration.

As documented by J&H/TSC, arsenic, lead and dieldrin were reported in site soils at concentrations exceeding the IEPA TACO remediation objectives. If warranted or helpful, Carlson will conduct a statistical evaluation of one or more of these contaminants in an attempt to demonstrate that they do not pose a potential ingestion risk to future site occupants. If successful, this will avoid having to install an engineered barrier over all or part of the site or for having to relocate impacted soils to SMZs at the subject site.

Carlson notes, at the discretion of the IEPA, the IEPA SRP project manager could require the client to conduct additional soil, groundwater or soil gas testing at the subject site, or require the remediation applicant to respond to comments regarding the SRP submittal. The costs for additional investigations are not included in this cost proposal. If IEPA requires additional investigation, a separate proposal will be prepared. However, costs associated with responding to IEPA comments that do not require the performance of additional field work, sampling or lab analysis are included in this proposal. Carlson also notes that the cost to construct any new engineered barriers at the subject site, install remedial systems (vapor building control technologies), create SMZs, or perform active remediation is not included in this cost proposal. Additionally, if a FSI/RO/RAP is prepared instead of a FSI/RO/RACR due to client preferences

Mr. Tom Casey
Space Center, Inc

P-33296R

related to timing, redevelopment plans or other considerations, Carlson will prepare a separate proposal for a stand-alone RACR to facilitate issuance of the NFR letter when all elements of the RAP are in place.

Carlson will also prepare the DRM-1 and DRM-2 forms required by IEPA for entry into the SRP. Please note that a \$500 application fee to enter the site into the IEPA's Site Remediation Program will be paid by Carlson.

The IEPA bills the Remedial Applicant for its costs associated with review of the report and issuance of the NFR Letter. *All charges billed by the IEPA directly to the remedial applicant (other than the application fee) will not be paid by Carlson and are not part of this proposal.* Carlson estimates the cost for the IEPA SRP review to be approximately \$4,000 – \$9,500.

Authorization

Carlson will need to receive your authorization to proceed in writing before we can commence work on this project. Authorization to proceed can be initiated by signing as indicated on the last page of the enclosed contract forms. A signed acceptance page should be scanned or faxed to Carlson at 312/346-6956. Carlson and the Client both agree that facsimile transmission of the signed acceptance of this Agreement shall be regarded and accepted as if it were an original document bearing original signatures. Please retain a copy of this proposal for your records.

Duration of Proposal

It is understood that the estimated costs reflected in this proposal are valid for a period of thirty days. Unless accepted prior to the expiration of said 30-day period, Carlson reserves the right to review the proposed basis of charges and fees to allow for changing costs as well as to adjust the time of performance to conform to work loads. No contract between the parties shall arise until this proposal is acknowledged by a representative of Carlson as provided on the Acceptance Page.

Costs

Carlson works on a time and materials basis according to the enclosed rate schedule. The cost estimate for conducting the scope of services is **\$34,400**, as shown below. Estimates for subsequent investigations, if required, and/or site remediation are dependent on information collected during this project and can be quoted upon completion of the activities proposed herein.

Task	Associated Cost
Task 1 – Site Investigation	

Mr. Tom Casey
Space Center, Inc

P-33296R

Task	Associated Cost
Field Labor/Expenses/Equipment	\$5,500
GeoProbe/Private Utility Locating Service (subcontracted)	\$8,200
Lab Analysis (subcontracted)	\$12,900
Task – Asbestos/Lead Paint Sampling (conducted during Task 1)	\$300
Task 3 – SRP Reporting	
FSI/RO/RAP or RACR Preparation/Project Management (incl IEPA fee)	\$7,500
Estimated Total	\$ 34,400

The attached Terms and Conditions shall apply to the services proposed herein and all agreements between Carlson and Client. Carlson appreciates the opportunity to provide you with this proposal. Should you have any questions regarding this proposal or other Carlson environmental service capabilities, please do not hesitate to contact Edward Garske or me at 312/346-2140.

Sincerely,

CARLSON ENVIRONMENTAL, INC.



Gail Artrip, PE
VP - Engineering

Mr. Tom Casey
Space Center, Inc

P-33296R

CARLSON ENVIRONMENTAL, INC. (CARLSON) STANDARD TERMS AND CONDITIONS

1. **Entire Agreement:** This Agreement, consisting of the attached Proposal, Fee Schedule and these Terms and Conditions, constitutes the entire agreement between the Client and Carlson. No representations, warranties, undertaking, or promises, whether oral or otherwise, have been made, nor may this Agreement be waived, altered or modified in any manner, except as provided for in Condition 5 below, unless expressly stated herein or unless mutually agreed to in writing by the parties hereto. In the event that any purchase order, requisition, or other notice of authorization to proceed in accordance with this Agreement contains any provision, term or condition which is in addition to or inconsistent with any of the provisions, terms or conditions of this Agreement, such additional or inconsistent provisions, terms or conditions shall neither become a part of this Agreement nor be deemed to have been accepted by Carlson by reason of Carlson's commencement of services pursuant to any such purchase order, requisition or other notice of authorization to proceed. Wherever there is an inconsistency between the Proposal and these Terms and Conditions, the terms of the Proposal shall control.
2. **Billing and Payment:** All invoices not contested within ten (10) calendar days of the date of the invoice are deemed accepted by the Client as true and accurate, and are payable in full. Invoices shall be payable upon receipt, and shall be considered past due if not paid within thirty (30) calendar days of the date of the invoice. All past due amounts shall be subject to interest at a rate of 1.5 percent, per month. If the Client fails to make payments due, or otherwise is in breach of this Agreement, Carlson may, after seven (7) calendar days of giving written notice, suspend services, without liability, until all past due amounts have been paid. In the event Carlson has to take legal action to be paid for its services or enforce this Agreement and prevails, the Client shall reimburse all collection and reasonable legal costs and fees associated with such action.
3. **Client's Responsibilities:**
 - a) The Client shall provide Carlson, and its agents, with legal access to the project site and secure and pay for all necessary approvals, easements, assessments, permits and rights of entry required for the performance of this Agreement, unless otherwise agreed upon.
 - b) The Client agrees to furnish, or cause to be furnished to Carlson, all information known to the Client, which is necessary for the proper performance of this Agreement. Such information includes, but is not limited to, materials, documents, reports, data, studies, plans, surveys and specifications that relate to surface and subsurface project site conditions, and/or the identity, location, quantity or characteristics of any waste, hazardous substances or suspect hazardous substances on or under the project site.
4. **Project Scope/Change Order:** The Client and Carlson have agreed to a Basic Scope of Services Carlson will provide to the Client, as listed on the Proposal. If agreed to in writing by the Client and Carlson, Carlson shall provide Additional Services. Additional Services are not included as part of the Basic Scope of Services, and shall be paid for by the Client in addition to the payment for the Basic Scope of Services, in accordance with Carlson's prevailing fee schedule, or as agreed to by the Client and Carlson.
5. **Delays:** Notwithstanding anything to the contrary, Estimated Project Cost and estimated completion dates may be increased or extended due to delays or increased cost of performance due to: Client's failure to provide specified facilities or information; the negligent acts or omissions of the Client or agents, assigns, successors and parent and affiliated entities or corporations, subsidiaries, divisions, officers, directors, shareholders, or contractors of the Client; delays authorized by the Client; matters beyond Carlson's control or force majeure, including but not limited to fire, flood, strike, riot, explosion, adverse weather conditions not reasonably anticipated, unavoidable casualties, unavailability of labor, materials or services, process shutdown, acts of God or of the public enemy, court orders, or acts, orders or regulations of any governmental agency. Any such delay shall not result in liability for Carlson.
6. **Termination:** Except as provided in Condition 2, this Agreement may be terminated, in whole or in part, with seven (7) days written notice, by either party in the event of a material breach by one party to fulfill its obligations hereunder. This termination may be accomplished through no fault of the non-breaching party; however, no such termination may be effective unless the breaching party is given written notice of intent to terminate, describing the alleged breach; and an opportunity to cure such breach and/or discuss same with the non-breaching party. Upon termination, a final invoice shall be calculated in accordance with Carlson's prevailing fee schedule.
7. **Insurance:** Carlson shall maintain policies of insurance for coverage shown on a Certificate of Insurance to be provided by Carlson upon request. If Client shall require insurance or coverage in addition to that provided in the Certificate of Insurance, Client shall be solely responsible for such additional premiums and/or costs incurred in connection therewith.
8. **Indemnification:** Carlson agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Carlson's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Carlson is legally liable. This

Mr. Tom Casey
Space Center, Inc

P-33296R

indemnity obligation shall not apply to any claims covered by Carlson's Workers Compensation Insurance.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Carlson, its officers, directors, employees and subconsultants (collectively, Carlson) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither Carlson nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Subcontracting to subconsultants normally contemplated by Carlson shall not be considered an assignment for purposes of this Agreement.

9. **Diminution of Value:** Since the results of Carlson's assessment may include the option of certain conditions that can result in diminution of the value of the property or property on close proximity, the Client should waive any claim and indemnify Carlson from claim, liability or injury arising from the theory that Carlson's findings, conclusions, or recommendations diminished the value of the property.
10. **Limitation of Liability:** To the maximum extent permitted by law, the Client agrees to limit Carlson's liability for the Client's damages to the sum of \$50,000 or Carlson's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In addition, all claims shall be deemed waived unless made by the Client in writing, and received by Carlson within one (1) year after the Client reasonably knew or should have known of its existence but, in no event, shall such claim be asserted by Client later than two (2) years after Carlson's completion of services with respect to which the claim is made.
11. **No Warranty:** CARLSON MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES OR WORK TO BE PROVIDED UNDER THE AGREEMENT OR ANY RELATED AGREEMENT.
12. **Ownership of Documents:** Survey data, field notes, maps, computations, studies, reports, drawings and specifications prepared by or for Carlson are and shall remain the property of Carlson.
13. **Reliance:** Materials identified in Condition 11 are not to be used by Client on other projects or extensions of this project except upon prior written approval of Carlson. Such materials are not to be used by or relied upon by any third party without the written approval of Carlson. Carlson may, upon default by Client hereunder, withhold the delivery of any and all documents in its possession pending the cure of such default.
14. **Assignment:** The Client may not assign this Agreement or any portion thereof without the prior written consent of Carlson.
15. **Fees:** If the services covered by this Agreement are subject to fees associated with programs, agencies, or other entities, such additional costs will be charged to the project and subject to reimbursement by Client.
16. **Use of Client's Name:** Client agrees that Carlson has permission and authority to use its name as a client and a general description of the project and work or service performed as a reference for other prospective clients.
17. **RCRA and CERCLA Status:** Nothing contained herein shall be construed or interpreted as requiring Carlson to assume the status of a generator, or a storage, treatment or disposal facility as those terms are defined by the Resource Conservation Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended (hereinafter "RCRA"), or any state statute or regulation governing the generation, treatment, storage or disposal of hazardous waste or solid waste. If the work includes the transportation of waste materials from the project site, Carlson may evaluate and recommend possible disposal sites for Client's use. However, under RCRA and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA"), and, pursuant thereto, Client shall select a proper disposal site and is solely responsible therefore.
18. **Notices:** Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person or deposited in the U.S. Mail, postage prepaid, by registered or certified mail, return receipt requested or by facsimile with proof of transmission sent by regular U.S. Mail on the date of transmission. The parties agree that "Facsimile" transmission of the signed acceptance of this Agreement shall be regarded and accepted as if bearing original signatures. Similarly, the parties agree that electronic communications shall be deemed the equivalent of written and signed documents. Written or verbal authority to proceed constitutes acceptance of the Terms and Conditions contained in this Agreement.
19. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that the services provided pursuant hereto shall not be subject to the provisions of the Uniform Commercial Code.
20. **Severability:** Any term or provision of this Agreement found to be invalid under an applicable statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.
21. **Survival:** The terms and provisions of this Agreement shall survive the termination or expiration of this Agreement.

ACCEPTANCE PAGE

IN WITNESS WHEREOF, Carlson and the Client have executed this Agreement, **Proposal P-33296R**, as of this _____ day of _____, 2018.

Client: _____

Address: _____

Signature: _____

Printed: _____

CARLSON ENVIRONMENTAL, INC.

Address: **65 E. Wacker Place, Suite 2210**

 Chicago, IL 60601

Signature: _____

Printed: _____



LAWNLAN-01

KMOLLOV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2018

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 have **ADDITIONAL INSURED** provisions or 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 TASK Insurance, LLC 1821 Walden Office Square Suite 350 Schaumburg, IL 60173	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 440-2320 FAX (A/C, No): (847) 430-5307	
INSURED LawnBoyz Landscaping, Inc. 902 Randall Road Suite C305 Saint Charles, IL 60174	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Mutual Insurance	15350
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A39267100	02/25/2018	02/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EB AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A39267100	02/25/2018	02/25/2019	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A39267100	02/25/2018	02/25/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A39276400	02/25/2018	02/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

PROPOSAL

September 12, 2018

Tom Casey
Space Centers Inc.
19 East First Street, Suite B
Hinsdale, Illinois 60521

VIA Email: Tom Casey <tcasey@spacecenterinc.com>

It is assumed with this proposal that a No Further Remediation (NFR) Letter will be secured from the Illinois Voluntary Site Remediation Program (SRP). The SRP was created to bring contaminated sites that were not clearly regulated in a prescribed program into compliance without contentious legal proceedings. IEPA offers to allow a voluntary submittal to the authority of the IEPA to direct the remediation of a contaminated property in exchange for a deferment of enforcement action.

The IEPA has created a prescribed method for clean-up and a series of reports that are required for the program. The SRP Project manager assigned to the site, reviews, comments upon, and directs further action that may be required to comply with the regulations in order to achieve the NFR letter. The IEPA charges for this service. The charges vary considerably depending on the site and the time it takes to perform the review. These charges typically range from \$2000 to \$11,000 and average around \$7000. In addition to the hourly fees, the SRP will require a \$500 application fee (included in this proposal), and the final writing of the NFR letter is charged at a \$2500 flat fee. The hourly fees and the NFR letter fee are not included here and will be invoiced by the IEPA.

We have included in this proposal the application fee of \$500 as stated above, and the first report required by the SRP – The Site Investigation Report – as this would be the equivalent of producing a typical Phase 2 ESA analytical report. The remaining reports required for continuing to the NFR are included as Alternate Bid No. 1. We have done this in this manner because it is possible, after applying approved techniques and sample averaging, establishing background concentrations, *etc.* that an NFR letter is not required. The SRP may require additional sampling or field work beyond this scope, however this scope covers all other requests by the IEPA pursuant to acquiring the NFR. This proposal does not include the cost of remedial actions in the field such as excavation or engineered barriers.

IMPORTANT:

We intend to pursue a **Comprehensive NFR** (as opposed to a Focused NFR letter). A Focused NFR can leave liability for later-discovered unknown contamination not covered by the NFR. The **Comprehensive NFR** costs very little more, and provides protection from *ALL* potential contaminants of concern. This may provide extremely valuable liability protection for the client and will be significant interest to lenders, *et al.*



DETAILED PROJECT COSTS

PROPERTY 136 Lincolnway, North Aurora, IL @ 314 Kingswood Dr.

SCOPE OF WORK **Phase 2 Environmental Site Assessment Pursuant to an SRP NFR Letter:**

- Advance 26 shallow borings (5 feet) in a series of three transects in the railroad bed arranged to determine the extent of contamination. Secure samples at 2 feet and 5 feet below grade. Analyze samples for Arsenic and Lead, and for some samples, PNAs.
- Advance 10 perimeter borings 3 of which will be converted to temporary monitoring wells.
- Advance 10 shallow borings on tees and greens

BASE COST

\$8,950.00

SAMPLE COSTS (subject to change without notice):

\$3,320.00

RAILROAD BED:

We do not believe that PNAs will exceed Metropolitan Statistical Area Back ground levels. Therefore, a smaller sampling is included here to directly confront assertions by others.

- 52 Lead @ \$20 each
- 52 Arsenic @ \$20 each
- 10 PNAs @ \$120 Each

GREENS AND TEES:

\$2,350.00

There is no need to sample all greens and tees as results on a representative sample allows for an accurate estimate. IEPA is concerned with *extent* of contamination allowing for numerous assumptions that control sampling costs. Borings will be sampled at 2 and 5 feet in depth.

- 20 Pesticides and Herbicides (5 greens, 5 tees) @ \$235.00 each
- 6 Lead @ \$20 each
- 6 Arsenic @ \$20 each

GROUNDWATER:

\$1,260.00

If groundwater is encountered within 20 feet of the surface, we will establish 3 monitoring wells and sample groundwater.

- 3 Lead @ \$20 each
- 3 Arsenic @ \$20 each
- 3 PNAs @ \$130 each
- 3 Pesticides and Herbicides @ \$250 each

**PERIMETER BORINGS****\$5,460.00**

It is prudent and typical to perform borings at the perimeter of the property as this is the furthest possible extent of contamination. Since the borings that will be extended to the water table will account for three of these, we will need 7 additional, 2 samples from each boring.

- 14 Lead @ \$20 each
- 14 Arsenic @ \$20 each
- 14 PNAs @ \$120 each
- 14 Pesticides and Herbicides @ \$230 each

GEOTECHNICAL SAMPLES**\$345.00**

- 3 FOC @ \$15 each
- 20 pH @ \$15 each

Site Investigation Report**\$2,500.00**

This is not the unnecessary Site Investigation Work Plan proposed by others. This is a necessary, and comprehensive, initial report that is usually tendered to the SRP with the application fee and application.

Sample Preparation & Overnight Delivery of Samples to the Laboratory**\$300.00****Site Remediation Program Application Fee****\$500.00****Contingent Costs**

- Private utility location if required (unlikely) \$350

TOTAL COSTS \$24,985.00**ALTERNATE BID 1****All remaining reports required for securing an NFR letter from the SRP:****\$6,000.00**

- Site Investigation Completion Report
- Remediation Objectives Report
- Remedial Action Plan
- Remedial Action Completion Report

ALTERNATE BID 2**Asbestos & Lead Assessment for All Structures****\$900.00**

Asbestos & Lead Sample Analysis \$15 Each max
(unknown quantity, billed on a sliding scale)

GRAND TOTAL COST INCLUDING ALTERNATES**\$31,885.00**

CONDITIONS

Down Payment: No down payment is required for this job.

Fees: All remaining fees are due and payable upon completion of the report. Fees for the Phase 2 (\$24,985.00) will be invoiced after the completion of field work and are due and payable at that time. Fees for the SRP reports (\$6000) and the Asbestos/Lead Survey (\$900 + sample analytical) will be billed after they are each complete and they are due and payable at that time.

Commencement Commencement shall be the date that written direction to proceed is issued by the client. We will verify verbal direction to commence in an email or by phone to the signatory party.

Cancellation

- If client cancels after authorization to commence, a flat fee of \$2000 will be charged.
- If work is cancelled after the commencement of field work, a flat fee of \$3000 will become due and payable PLUS the cost of equipment purchased for the job.

Delivery We make every attempt to complete a job as soon as is practical. **We expect ALL work to be completed within 20 business days of the site visit or less** but we do not guarantee the delivery date. We shall not be responsible for accidents and acts-of-God that might affect the timely delivery of a complete report, including but not limited to: weather delays, broken equipment in the laboratory or field, traffic accidents, closed highways, illness, failure of vendors to supply materials, or any other unforeseen situation or institution that might delay completion. The most common cause of delay are availability of supplies. The report will be delivered electronically.

Disclaimer We do not intend to imply in any way that the nature of the results of our investigation will be positive or negative or have a beneficial or non-beneficial impact on the site or any future plans for development of the subject site. We do, however, guarantee that all methods and procedures conform to those established and approved by the appropriate reviewing regulatory agencies where applicable.

Hazardous Materials We will discontinue work if hazardous materials are discovered or deposited in a condition which, in our sole opinion, will endanger human health and safety of the inspector or others. We will not use hazardous materials on site.

Right of Entry We have the right of entry to the subject property for the duration the project. We will provide at least 48 hours notice prior to initial arrival and 24 hours thereafter. Client will provide SYNERGYA Pure & Applied Science INC with the means and permissions to make this right effective.

SYNERGYA Pure & Applied Science INC

Company: Space Center, Inc.

By

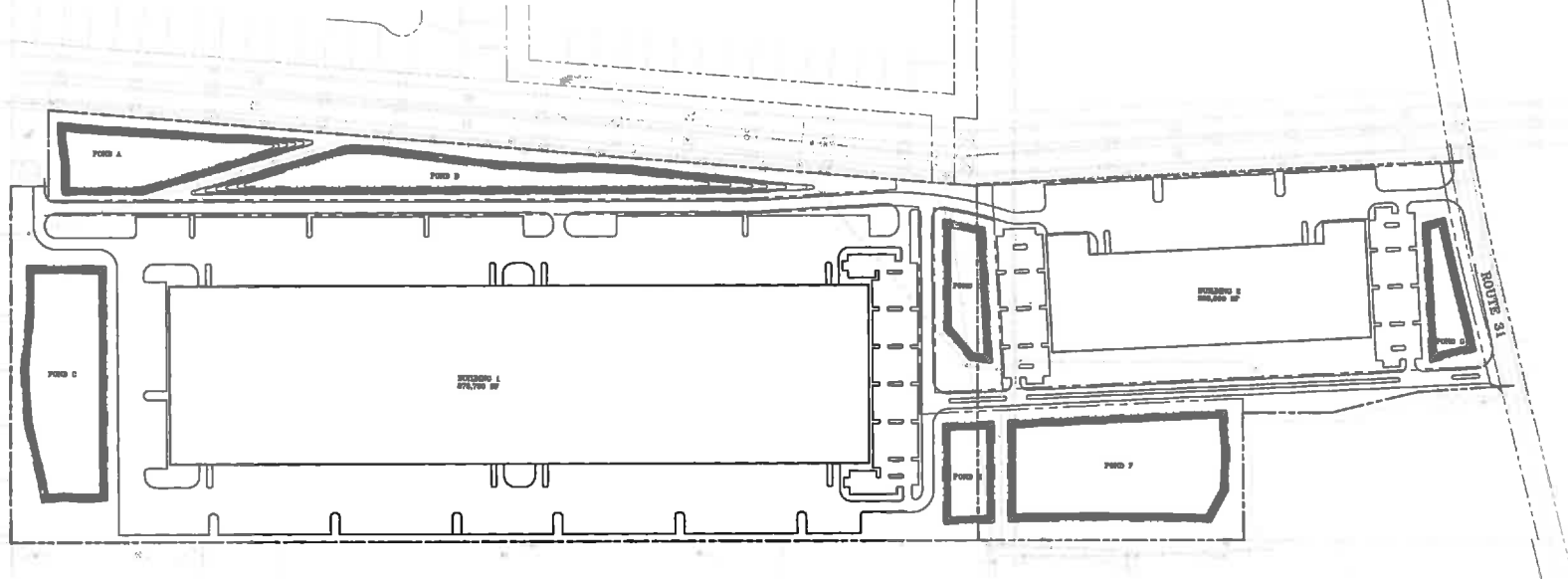


By

(signature)

Name John J. Sabuco
Title President
Date September 12, 2018

Name Tom Casey
Title Sr. Vice President
Date



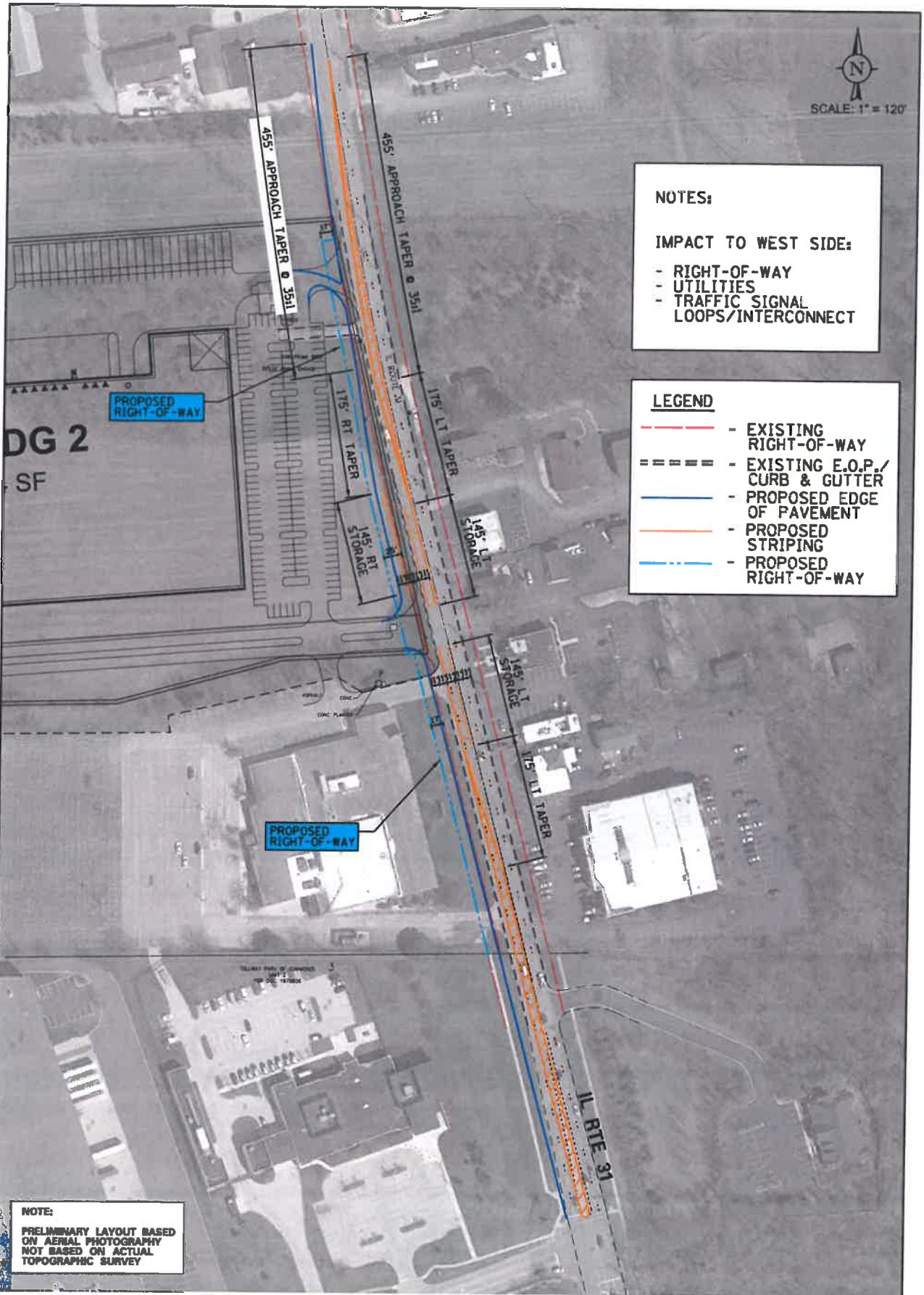
JACOB & HEFNER
ASSOCIATES
1333 Butterfield Rd., Suite 400, Downers Grove, IL 60155
PH: 630/462-1400, FAX: 630/462-1401
www.jacobandhefner.com

PRELIMINARY SITE PLAN

DOUGLAS & SLAKER PARCELS
SPACE CENTER INC.
NORTH AURORA, ILLINOIS

No.	Description	Date
1	FOR REVIEW	8/10/18

1"=150'
F248a
EX1



SCALE: 1" = 120'

NOTES:

IMPACT TO WEST SIDE:

- RIGHT-OF-WAY
- UTILITIES
- TRAFFIC SIGNAL
LOOPS/INTERCONNECT

LEGEND

- - - - - EXISTING
RIGHT-OF-WAY
- ===== EXISTING E.O.P./
CURB & GUTTER
- PROPOSED EDGE
OF PAVEMENT
- PROPOSED
STRIPING
- - - - - PROPOSED
RIGHT-OF-WAY

NOTE:

PRELIMINARY LAYOUT BASED
ON AERIAL PHOTOGRAPHY
NOT BASED ON ACTUAL
TOPOGRAPHIC SURVEY

WAREHOUSE DEVELOPMENT
NORTH AURORA, ILLINOIS

PRELIMINARY PROPOSED GEOMETRICS
ASSYMETRICAL WIDENING TO THE WEST ON IL RTE 31

DRAWN BY: [illegible]
DATE: 04-20-10
PROJECT: 010-000
FIGURE: A



Estimated Assessed Value

Estimated Land Value		Estimated Building Values		
Total Area	3,627,464	Building 1	873,730	\$8,082,003
\$/SF	\$0.44	Building 2	228,090	\$2,109,833
Estimated Value	\$1,596,084			
		\$/SF	\$9.25	
		Estimated Value		10,191,835
Total Estimated Value			\$11,787,919	
(Land and Buildings)				

YEAR	EAV PLUS APPRECIATION	INCREMENTAL EAV	TAX INCREMENT	PHASE	NEW DEVELOPMENT	EAV PLUS NEW DEVELOPMENT	INCREMENTAL EAV	TAX INCREMENT
2018	\$241,104	\$0	\$0			\$241,104	\$0	\$0
2019	\$243,515	\$2,411	\$262			\$243,515	\$2,411	\$262
2020	\$245,950	\$2,435	\$265	LAND	\$1,596,084	\$1,842,034	\$1,598,519	\$173,696
2021	\$248,410	\$2,460	\$267	BLDG #1	\$8,082,003	\$9,942,457	\$9,696,507	\$1,053,626
2022	\$250,894	\$2,484	\$270			\$10,041,882	\$9,793,472	\$1,064,162
2023	\$253,403	\$2,509	\$273	BLDG #2	\$2,109,833	\$12,252,133	\$12,001,239	\$1,304,059
2024	\$255,937	\$2,534	\$275			\$12,374,654	\$12,121,252	\$1,317,100
2025	\$258,496	\$2,559	\$278			\$12,498,401	\$12,242,464	\$1,330,271
2026	\$261,081	\$2,585	\$281			\$12,623,385	\$12,364,889	\$1,343,573
2027	\$263,692	\$2,611	\$284			\$12,749,619	\$12,488,538	\$1,357,009
2028	\$266,329	\$2,637	\$287			\$12,877,115	\$12,613,423	\$1,370,579
2029	\$268,992	\$2,663	\$289			\$13,005,886	\$12,739,557	\$1,384,285
2030	\$271,682	\$2,690	\$292			\$13,135,945	\$12,866,953	\$1,398,128
2031	\$274,399	\$2,717	\$295			\$13,267,304	\$12,995,622	\$1,412,109
2032	\$277,143	\$2,744	\$298			\$13,399,978	\$13,125,579	\$1,426,230
Projected tax invcrement w/o new development			\$3,916		\$11,787,919	Projected tax increment with new development		\$15,935,088

	2021	2022	2023	2024	2025	2026	2027	2028
Land	\$1,612,045	\$1,628,165	\$1,644,447	1660892	\$1,677,500	\$1,694,275	\$1,711,218	\$1,728,330
BLDG #1	\$8,082,003	\$8,162,823	\$8,244,451	\$8,326,895	\$8,410,164	\$8,494,266	\$8,579,209	\$8,665,001
BLDG #2			\$2,109,833	\$2,130,931	\$2,152,240	\$2,173,763	\$2,195,500	\$2,217,455
	2029	2030	2031	2032				
Land	\$1,745,614	\$1,763,070	\$1,780,701	\$1,798,508				
Bldg #1	\$8,751,651	\$8,839,167	\$8,927,559	\$9,016,834				
Bldg #2	\$2,239,630	\$2,262,026	\$2,284,646	\$2,307,493				

RESOLUTION No.

**RESOLUTION APPROVING ROUTE 31 TIF FUNDING
FOR PHASE II ENVIRONMENTAL TESTING FOR THE 84-ACRES OF LAND COMPRISED OF THE
VALLEY GREEN GOLF COURSE AND THE EASTERLY 24-ACRE PROPERTY IN 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

WHEREAS, the 84-acres of land comprised of the Valley Green Golf Course and the 24-acre property located directly to the east of the Valley Green Golf Course ("Property") are located in the Route 31 Tax Increment Financing District; and

WHEREAS, a funding request was submitted to the Village in an amount not to exceed \$31,885 for Phase II environmental testing of the Property; and

WHEREAS, the Phase II environmental testing is considered by state statute to be a TIF-eligible expense; and

WHEREAS, the President and the Board of Trustees find that granting the request would be consistent with the purposes of the Route 31 TIF District and is in the best interest 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. Funding in the amount not to exceed \$31,885 is hereby approved for the Property in 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 _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Village President

ATTEST:

Village Clerk