



Meeting Held Electronically

NORTH AURORA VILLAGE BOARD MEETING MONDAY, OCTOBER 4, 2021 – 7:00 P.M. NORTH AURORA VILLAGE HALL - 25 E. STATE ST.

AGENDA

Due to the current COVID-19 pandemic, Village Board meetings are being conducted live and remotely via telecommunications to help prevent the spread of COVID-19. For best safety practices, the public is encouraged to attend the board meeting remotely via telecommunications using Zoom. The public can access the meeting remotely as follows:

Website Address: <https://us02web.zoom.us/j/81104125900>

Meeting ID: 811 0412 5900

Dial In: +1 312 626 6799

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

Please be advised, all visitors to North Aurora Village Hall are required to wear face coverings, regardless of vaccination status. Participants and attendees in board and commission meetings are permitted to remove their face coverings once seated if they are vaccinated and able to maintain 6-feet of social distancing from other participants.

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

ROLL CALL

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 09/20/2021 and Committee of the Whole Minutes dated 09/20/2021
2. Bills List Dated 10/04/2021 in the Amount of **\$243,696.14**

NEW BUSINESS

1. Approval of Special Event Permit for Brother Chimp Brewing
2. Approval of Special Event Permit for Share & Care Learning Center

3. Approval to Award Exchange Server and Active Directory Migration to Sentinel Technologies in the Amount of **\$73,311.21**
4. Approval of Ordinance Approving a Special Use for a Motor Vehicle Sales and/or Service Establishment in the B-2 General Commercial District for the Property Located at 204 Hansen Boulevard, North Aurora, Illinois
5. Approval of Ordinance Approving an Economic Incentive Agreement for the Gerald Genesis Dealership Located at 204 Hansen Boulevard, North Aurora, Illinois
6. Approval of Engineering Agreement with Benesch for Bridge Inspections in the Amount of \$27,656.00

VILLAGE PRESIDENT

1. Plan Commission Appointments

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, September 20, 2021**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely
via telecommunications.

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

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

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Village Engineer Brandon Tonarelli, Police Chief Dave Fisher.

PROCLAMATION- Childhood Cancer Awareness Month

Mayor Gaffino declared September Childhood Cancer Awareness Month in the Village of North Aurora.

PUBLIC HEARING- Third Amendment to the Annexation Agreement for the Moose Lake Estates
Subdivision

No speakers, public hearing closed.

RECOGNITION OF SERVICE-The Mayor recognized Connie Holbrook for her service on the Police Commission as well as Plan Commission.

AUDIENCE COMMENTS – None

CONSENT AGENDA

1. Village Board Minutes dated 08/16/2021 and Committee of the Whole Minutes dated 08/16/2021
2. Approval of Travel and Business Expenses in the Amount of \$375.00
3. Interim Bills List Dated 08/31/2021 in the Amount of \$350,792.77
4. Interim Bills List Dated 09/15/2021 in the Amount of \$19,695.70
5. Bills List Dated 09/20/2021 in the Amount of \$1,181,626.31
6. Approval of Authorization for Services by Tyler Technologies

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

NEW BUSINESS

1. Approval of Special Event Permit for ABD Cycling

Administrator Bosco explained that Athletes by Design Cycling was seeking to use Patterson Avenue, Breton Avenue and Fair Meadow Street, which form a circle, to host a bicycling event on Sunday October 3, 2021 from 8am until 3pm. He went on to say that ABD Cycling stated that the roads will not need to be fully closed and local traffic will only notice short delays.

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

2. Approval of Ordinance Approving the Third Amendment to the Annexation Agreement for the Moose Lake Estates Subdivision

Administrator Bosco explained that the next two items on the Agenda involved the approval for Moose Lake Estates. Bosco reminded the Board of the history of the challenges of the development of the subdivision, with the most recent decision by the Board in December 2020 where they voted against approval of an Ordinance approving the Third Amendment of the Annexation Agreement for the Moose Lake Estates Subdivision and an ordinance approving a plat of Moose Lake Estates Unit 3.

More recently a new builder, McCue Development, Inc. has contracted to purchase the remaining lots and Unit 3 of the Moose Lakes subdivision.

The approval of the Third Amendment to the Annexation Agreement will defer the Unit 3 Plat recording to two years from approval, as opposed to the required six month timeframe. They will have four years to finish improvements.

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

3. Approval Ordinance Approving the a Plat for Moose Lake Estates Unit 3 Plat

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

4. Approval of Resolution Approving Consideration of a Proposal for Exchange of Real Estate with Transwestern Development Company and to Set the Date, Time and Place for Public Hearing

Administrator Bosco explained that Transwestern Development Company needs a small portion of land, owned by the Village, for additional water retention; while the Village is in need of a portion of land, owned by Transwestern, for better access to Village Well Site 8.

Attorney Drendel explained that the first step in the Illinois Municipal Code process to swap land is to pass approval of consideration on the proposal as well as to set a Public Hearing. The Public Hearing will be scheduled for the October 18, 2021 Village Board meeting.

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

5. Approval of Ordinance Approving a Temporary Driveway for the Property at 129 S. Lincolnway, North Aurora, Illinois

Administrator Bosco reminded the Board of the discussion had at the August 16, 2021 Committee of the Whole meeting in which a temporary parking spot for the resident at 129 S. Lincolnway was discussed.

The Ordinance would allow the resident off-site parking for a year while the resident decides on a permanent parking solution.

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

VILLAGE PRESIDENT – Mayor Gaffino thanked Administrator Bosco, the Public Works Department and the Police for all of their work with the Fall Fest on the Fox.

TRUSTEES COMMENTS – Trustees Guethle and Salazar spoke about their enjoyment of the fest. Trustee Salazar expressed appreciation for the work that went in to the event.

ADMINISTRATOR’S REPORT – Administrator Bosco thanked the department heads and their staff for all of their efforts with the Fall Fest on the Fox. Bosco also stated that the Berman Silo lights have been changed to reflect the colors of Childhood Cancer Awareness.

ATTORNEY’S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, September 20, 2021**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely via telecommunications.

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Village Engineer Brandon Tonarelli, Police Chief Dave Fisher.

AUDIENCE COMMENTS –

Gabriele Sheppard of 58 White Oak Dr. IL 60542. Ms. Sheppard spoke about the residence next to her and the rental of the home as an Air BNB. Mrs. Sheppard stated that her neighbor, who continues to live within the residence, rents out the basement space through Air BNB. The basement entrance is in the rear of the house, the renters have to pass through the property adjacent to Mrs. Sheppard's home causing noise and other disturbances to the Sheppards.

Administrator Bosco explained that the Village does not have any rules that would prevent homeowners from renting their homes.

Attorney Drendel stated that a community's Home Owners Association could create their own rules about home rentals. The Village is a non-home rule municipality, any rules for rentals through Air BNB and the like could possibly be done through zoning; however existing rentals would then be grandfathered.

There was discussion amongst the Board as to what, if anything, the Board can do to prevent situations such as this and what role the subdivision Home Owners Association has in providing a solution.

The Board concluded that they would like staff to look in to possible zoning solutions to remedy the situation and regulate future rentals and similar situations.

TRUSTEE COMMENTS - None

DISCUSSION

1. Gerald Genesis Incentive Agreement

Administrator Bosco stated that the agreement that has been drafted is a straightforward agreement.

Director Hannah reminded the Board that August 16, 2021, Gerald Auto Group addressed the Board about renovations they would like to make to their 204 Hansen Boulevard building to accommodate a Genesis luxury dealership. The cost of the renovation is \$4,000,000 and have asked the Village to assist in financing that with an Economic Incentive Agreement of a rebate to be paid over a 15-year period based upon the retailers' occupation tax at 50% with a threshold of a \$2,000,000.

Trustee Curtis asked what the benefit for the Village would be. Director Hannah explained that the tax revenue generated by the dealership would be split 50/50, once the cap of \$2,000,000 is reached, which may be sooner than fifteen years, the village would then receive the whole of the tax revenue.

2. Public Works Facility Project Architect Presentation

Administrator Bosco explained that a committee of six staff members narrowed down the selection of architectural/engineering firms to Williams Architects, whom the committee felt to be the most qualified firm for the project.

Mark Bushhouse and Marc Rohde spoke representing Williams Architects, they spoke about their firm and their contributions to other municipalities. They also spoke about how the relationship with the Village will work in developing the Public Works Facility Expansion Project.

3. Green Infrastructure Policy

Director Laskowski explained that the Illinois Environmental Protection Agency requires that the Village maintains standards in line with the Municipal Separate Storm Sewer System IL40 Permit. A May 2021 audit indicated that the Village would need to bolster our Green Infrastructure strategies to come into compliance with the permit requirements. Director Laskowski explained that this would mean that the Village would need to improve water quality by strategically implementing Green Infrastructure principles into infrastructure projects such as rain gardens and brick pavers to help filter water before it is absorbed in to the ground or runs off into the sewer system.

Director Laskowski stated that the Village would evaluate any new infrastructure plans and implement green principles wherever practical and cost effective.

4. 2021 Pavement Assessment and Proposed 2022 Road Program

Administrator Bosco explained that the Village recently underwent an assessment, done by MDS Technologies, of the pavement condition of all the Village maintained streets. The consultant visually evaluated all of the pavement based on the Pavement Condition Index.

Village Engineer Brandon Tonarelli further described how the Pavement Assessment Study had been conducted; road conditions were collected on video and analyzed by the consulting firm, this was used to identify pavement distresses such as rutting, potholes, cracks, flushing, polishing and more. Tonarelli stated that compared to data collected in 2017, the Village's Average Network Pavement Condition Index has gone up.

Engineer Tonarelli explained what the Village does with this information and how they develop a strategy to improve road conditions.

Finance Director Hannah spoke about the funding available for upcoming road programs. He stated that the fiscal year 2021 Capital Projects Fund year ending Fund Balance increased \$3.7M to \$7.4M. He also stated that the entire 2021 Road Program, at a cost of \$1,440,000, was 100% MFT funded.

Engineer Tonarelli offered two Road Program Options to the Village Board for consideration. The first would address the bulk of the work in 2022 with an estimated cost of \$3 million and finishing in 2023 with \$1.7 million. The second option has the repairs more evenly split between 2022 (\$2.3 million) and 2023 (\$2.4 million).

There was discussion amongst the Board and Staff offering praise for Finance Director Bill Hannah's efforts in the Village's money management.

The Board preferred the first option, to have the bulk of the repairs done the first year.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 09/30/2021 - 12:13PM
Batch: 00501.10.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
AIM						
046510						
Flex125- September 2021	154.00	01-430-4267	Finance Services	00034964	10/1/2021	10/04/2021
Total:	154.00	*Vendor Total				
Andrew Rosati						
468211						
Water Credit Refund	56.44	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	2.09	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	58.53	*Vendor Total				
Applied Concepts, Inc.						
050970						
Squad Equipment (2)	2,513.50	71-430-4869	Vehicles	390561	9/14/2021	10/04/2021
Total:	2,513.50	*Vendor Total				
Atlas Bobcat, Inc.						
029330						
Valve Repair, New Battery	1,569.32	01-445-4511	Vehicle Repair and Maint	718495	9/15/2021	10/04/2021
Total:	1,569.32	*Vendor Total				
Aurora Area Convention						
003770						
NA Hotel Tax/ August 2021	2,888.25	15-430-4752	90% Tourism Council	09142021	9/14/2021	10/04/2021
Total:	2,888.25	*Vendor Total				
Aurora Fastprint						
029610						
VONA Letterhead	438.46	01-430-4507	Printing	337848	9/7/2021	10/04/2021
Total:	438.46	*Vendor Total				
Backyard Storage Solutions						
468184						
Water Credit Refund	16.18	60-320-3340	Water Collections	09222021	9/22/2021	10/04/2021
Total:	16.18	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Bao Vo						
468191						
Water Credit Refund	103.50	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	3.85	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	107.35	*Vendor Total				
Brett Vanasdlen						
468205						
Water Credit Refund	177.49	60-320-3340	Water Collections	90222021	9/22/2021	10/04/2021
Total:	177.49	*Vendor Total				
Camic Johnson, LTD.						
03989						
CE Adjudication Hearing	350.00	01-441-4260	Legal	139	9/24/2021	10/04/2021
Total:	350.00	*Vendor Total				
Certified Laboratories Division						
048600						
Fuel, Adhesive, Grease, Sealer	667.43	01-445-4511	Vehicle Repair and Maint	7506671	9/14/2021	10/04/2021
Total:	667.43	*Vendor Total				
Charles Parsels						
468200						
Water Credit Refund	8.00	60-320-3340	Water Collections	09222021	9/22/2021	10/04/2021
Total:	8.00	*Vendor Total				
Cheri Williamson						
468201						
Water Credit Refund	23.14	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	0.74	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	23.88	*Vendor Total				
Chuck Keller						
468202						
Water Credit Refund	103.20	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Main Credit Refund	3.75	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	106.95	*Vendor Total				
Cintas Corporation						
041590						
Fire Ext Inspection- VH	611.68	01-445-4520	Public Buildings Rpr & Mtce	0F94635049	9/15/2021	10/04/2021
Towel & Rug Cleaner	39.06	01-445-4520	Public Buildings Rpr & Mtce	4095859066	9/14/2021	10/04/2021
First Aid Kit	102.06	01-445-4870	Equipment	5076935494	9/20/2021	10/04/2021
Total:	752.80	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
City of Aurora						
027870						
Routine Samples- August 2021	285.00	60-445-4568	Watermain Rprs. & Rplcmts.	215176	9/9/2021	10/04/2021
Total:	285.00	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Tire Repair- Truck #129	26.50	60-445-4511	Vehicle Repair and Maint	3330031617	9/8/2021	10/04/2021
Total:	26.50	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 355 Moorfield	9.24	10-445-4660	Street Lighting and Poles	0795092063	9/16/2021	10/04/2021
Street Lights/ 1197 Comiskey	9.24	10-445-4660	Street Lighting and Poles	0903075187	9/16/2021	10/04/2021
Street Lights/ 1193 Comiskey	9.24	10-445-4660	Street Lighting and Poles	1743032047	9/16/2021	10/04/2021
Street Lights	1,972.11	10-445-4660	Street Lighting and Poles	3771153008	9/16/2021	10/04/2021
Street Lights/ 211 River Rd	2,633.35	10-445-4660	Street Lighting and Poles	4007024020	9/15/2021	10/04/2021
Total:	4,633.18	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Well #7 8/9 - 9/8	4,269.96	60-445-4662	Utility	60525541001	9/9/2021	10/04/2021
Well #5/ ETP 8/9 - 9/8	6,461.47	60-445-4662	Utility	60525647801	9/9/2021	10/04/2021
Total:	10,731.43	*Vendor Total				
Core & Main						
039040						
Dual Check Valves	2,843.90	60-445-4480	New Meters,rprs. & Rplcmts.	P581368	9/13/2021	10/04/2021
Total:	2,843.90	*Vendor Total				
Creekside Compost, LLC						
467909						
Dirt- Riverfront Park	350.00	01-445-4530	Public Grounds/Parks Maint	21-09-1490	9/20/2021	10/04/2021
Total:	350.00	*Vendor Total				
Daniel & Treasia Servello						
468198						
Water Credit Refund	80.71	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	11.14	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	91.85	*Vendor Total				
Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Automatic Window Repair- Truck #165	275.00	01-445-4511	Vehicle Repair and Maint	075407	9/13/2021	10/04/2021
Total:	275.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Eaton Corporation						
042220						
Maintenance Agreement- UPS	2,778.24	01-430-4510	Equipment/IT Maint	944428973	9/10/2021	10/04/2021
Total:	2,778.24	*Vendor Total				
Entenmann-Rovin Co.						
000450						
Badges	150.25	01-440-4160	Uniform Allowance	0159347-IN	6/23/2021	10/04/2021
Badges	178.50	01-440-4160	Uniform Allowance	0160370-IN	8/12/2021	10/04/2021
Badges	346.50	01-440-4160	Uniform Allowance	0160597-IN	8/25/2021	10/04/2021
Total:	675.25	*Vendor Total				
Euclid Managers						
049670						
Short- Term Disability- Oct 2021	361.56	01-000-2057	Short-Term Disability	09122021	9/12/2021	10/04/2021
Total:	361.56	*Vendor Total				
Eye For Design						
040200						
Business Cards	198.00	01-441-4411	Office Expenses	EFD5883-01	9/15/2021	10/04/2021
Business Cards	56.00	01-410-4411	Office Expenses	EFD5883-02	9/15/2021	10/04/2021
Total:	254.00	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	2,975.39	71-000-1340	Gas/Diesel Escrow	3820487	9/16/2021	10/04/2021
Total:	2,975.39	*Vendor Total				
Forensic Analytical Consulting Services, Inc.						
468157						
Asbestos Test- 19 S Lincolnway	1,260.00	12-438-4280	Professional/Consulting Fees	7601	9/22/2021	10/04/2021
Total:	1,260.00	*Vendor Total				
Fox Metro						
029650						
New Water Service Inspections (8)	780.00	60-445-4480	New Meters,rprs. & Rplcmts.	09132021	9/13/2021	10/04/2021
Total:	780.00	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- VH, PD/ August 2021	200.00	01-445-4520	Public Buildings Rpr & Mtce	38396	8/20/2021	10/04/2021
Water Treatment- VH, PD/ September 2021	200.00	01-445-4520	Public Buildings Rpr & Mtce	39778	9/15/2021	10/04/2021
Total:	400.00	*Vendor Total				
Hach Company						
014100						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
TP Analyzer Fluid	151.50	60-445-4567	Treatment Plant Repair/Maint	12641575	9/15/2021	10/04/2021
Total:	151.50	*Vendor Total				
Hao Li						
468197						
Water Credit Refund	26.84	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	1.16	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	28.00	*Vendor Total				
Hey and Associates, Inc.						
040900						
Town Center Wetland Maintenance	4,609.88	17-032-4533	Maintenance	17-0006-1379	9/21/2021	10/04/2021
Total:	4,609.88	*Vendor Total				
ILLCO Inc.						
040110						
TP Repair Parts	3.19	60-445-4567	Treatment Plant Repair/Maint	1389748	9/1/2021	10/04/2021
Total:	3.19	*Vendor Total				
Illinois State Police Bureau of						
041810						
Fingerprints	117.00	01-440-4799	Misc.	COST CTR 0:	8/1/2021	10/04/2021
Total:	117.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ September 2021	35,034.39	01-440-4130	Health Insurance	09222021-01	9/22/2021	10/04/2021
Health Insurance- Admin/ September 2021	8,223.09	01-430-4130	Health Insurance	09222021-02	9/22/2021	10/04/2021
Health Insurance- CommDev/ September 2021	3,875.18	01-441-4130	Health Insurance	09222021-03	9/22/2021	10/04/2021
Health Insurance- PW/ September 2021	13,026.32	01-445-4130	Health Insurance	09222021-04	9/22/2021	10/04/2021
Health Insurance- Water/ September 2021	7,727.88	60-445-4130	Health Insurance	09222021-05	9/22/2021	10/04/2021
Health Insurance- Retirees/ September 2021	1,928.68	01-000-2055	Payroll Deductions	09222021-06	9/22/2021	10/04/2021
Health Insurance- Police Pension/ September 2021	2,333.36	01-000-2055	Payroll Deductions	09222021-07	9/22/2021	10/04/2021
Life Insurance- PD/ September 2021	106.56	01-440-4135	Life Insurance	09222021-08	9/22/2021	10/04/2021
Life Insurance- PW/ September 2021	40.16	01-445-4135	Life Insurance	09222021-09	9/22/2021	10/04/2021
Life Insurance- Admin/ September 2021	19.92	01-430-4135	Life Insurance	09222021-10	9/22/2021	10/04/2021
Life Insurance- CommDev/ September 2021	13.28	01-441-4135	Life Insurance	09222021-11	9/22/2021	10/04/2021
Life Insurance- Water/ September 2021	16.60	60-445-4135	Life Insurance	09222021-12	9/22/2021	10/04/2021
Vision Insurance/ September 2021	713.95	01-000-2056	VSP - Employee Contributions	09222021-13	9/22/2021	10/04/2021
Voluntary Life/ September 2021	373.17	01-000-2052	Voluntary Life Insurance	09222021-14	9/22/2021	10/04/2021
Total:	73,432.54	*Vendor Total				
J & S Construction						
029060						
Fire Hydrant Repair- Orchard Rd	5,693.00	14-430-4774	Insurance Claims	2104401	9/15/2021	10/04/2021
Total:	5,693.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Jeffery Oswald						
468203						
Water Credit Refund	88.98	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	2.72	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	91.70	*Vendor Total				
Joan Hladik						
468207						
Water Credit Refund	14.41	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	0.14	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	14.55	*Vendor Total				
JSN Contractors Supply						
041440						
White Marking Paint	41.40	01-445-4543	Sidewalks Rpr & Mtce	84859-01	8/24/2021	10/04/2021
Green Marking Paint	41.40	18-445-4570	Sewers Rpr & Mtce	84859-02	8/24/2021	10/04/2021
Blue Marking Paint	41.40	60-445-4568	Watermain Rprs. & Rplcmts.	84859-03	8/24/2021	10/04/2021
Total:	124.20	*Vendor Total				
Kane County Recorder						
010600						
Recording Fees	156.00	01-441-4506	Publishing	08312021-01	8/31/2021	10/04/2021
Recording Fees	156.00	60-445-4506	Publishing	08312021-02	8/31/2021	10/04/2021
Total:	312.00	*Vendor Total				
Kards Inc						
468195						
Paint Truck #180	8,993.00	01-445-4511	Vehicle Repair and Maint	003516	9/16/2021	10/04/2021
Door Rust Repair #180	2,115.00	01-445-4511	Vehicle Repair and Maint	003529	9/16/2021	10/04/2021
Total:	11,108.00	*Vendor Total				
Kelly Morrow						
468208						
Water Credit Refund	16.00	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	0.15	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	16.15	*Vendor Total				
Konica Minolta						
024860						
Copier Maint 8/1 - 8/31	74.20	01-440-4510	Equipment/IT Maint	275162991	8/31/2021	10/04/2021
Copier Maint 8/1 - 8/31	91.20	01-440-4510	Equipment/IT Maint	275163178	8/31/2021	10/04/2021
Copier Maint 8/1 - 8/31	71.15	01-440-4510	Equipment/IT Maint	275163623	8/31/2021	10/04/2021
Copier Maint 8/1 - 8/31	71.15	01-440-4510	Equipment/IT Maint	275163994	8/31/2021	10/04/2021
Copier Maint 8/6 - 8/31	43.41	01-440-4510	Equipment/IT Maint	275172818	8/31/2021	10/04/2021
Copier Maint 8/6 - 8/31	91.17	01-440-4510	Equipment/IT Maint	275291141	9/2/2021	10/04/2021
Total:	442.28	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Kurt A. Metallo						
052370						
Stump Grinding (71)	8,946.00	01-445-4532	Tree Service	09152021	9/15/2021	10/04/2021
Total:	8,946.00	*Vendor Total				
Layne Christensen Company						
025170						
Well #5 New Pitless Adapter	56,243.00	60-463-4875	Capital Improvements	2097275	9/16/2021	10/04/2021
Total:	56,243.00	*Vendor Total				
LeadsOnline LLC						
044200						
Yearly Renewal	2,933.44	01-440-4555	Investigations	322673	9/15/2021	10/04/2021
Total:	2,933.44	*Vendor Total				
Liberty Paving Co. Inc.						
039720						
Driveway Replacement Due To 2021 Rd Progræ	2,900.00	21-450-4875	Capital Improvements	09102021	9/10/2021	10/04/2021
Total:	2,900.00	*Vendor Total				
Menards						
016070						
Well House Air Filters	128.46	60-445-4565	Water Well Rpr & Mtce	703006	9/3/2021	10/04/2021
Salt/Softener- VH	71.64	01-445-4520	Public Buildings Rpr & Mtce	70808	9/13/2021	10/04/2021
Flowers	167.72	01-490-4761	Beautification Committee	70859	9/14/2021	10/04/2021
Flowers	143.76	01-490-4761	Beautification Committee	70878	9/14/2021	10/04/2021
Light Bulbs, Towels, Garbage Bags	54.73	01-445-4421	Custodial Supplies	70895	9/14/2021	10/04/2021
PVC, Tarp Tape, Locks	43.95	01-445-4799	Misc. Expenditures	71009	9/16/2021	10/04/2021
Concrete Mix	35.04	01-445-4543	Sidewalks Rpr & Mtce	71290	9/21/2021	10/04/2021
Total:	645.30	*Vendor Total				
Michels Plumbing, Inc.						
468196						
Replace Lead Service- 107 Maple Ave	4,200.00	60-445-4568	Watermain Rprs. & Rplcmnts.	58589	9/7/2021	10/04/2021
Total:	4,200.00	*Vendor Total				
Midwest Awards						
001540						
Planner	17.90	01-441-4411	Office Expenses	33243	9/14/2021	10/04/2021
Total:	17.90	*Vendor Total				
Midwest Lighting Inc.						
468213						
Light Bulbs (12) - PW Garage	134.92	01-445-4520	Public Buildings Rpr & Mtce	138174	9/16/2021	10/04/2021
Total:	134.92	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Midwest Trading						
029150						
Flower Pots, Potting Soil- VH	272.16	01-445-4530	Public Grounds/Parks Maint	I494893	9/15/2021	10/04/2021
Total:	272.16	*Vendor Total				
MSC Industrial Supply						
051190						
Cable Ties, Socket Bolt Set	168.78	01-445-4870	Equipment	50444394	9/7/2021	10/04/2021
Wasp Killer	91.99	01-445-4532	Tree Service	51374094	8/27/2021	10/04/2021
Total:	260.77	*Vendor Total				
National Softwash, Inc						
468194						
East Tower Cleaning	6,200.00	60-445-4569	Water Tower Rpr & Mtce	22340	9/28/2021	10/04/2021
Total:	6,200.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Vehicle Parts	68.35	01-440-4511	Vehicle Repair and Maint	384990	7/12/2021	10/04/2021
Total:	68.35	*Vendor Total				
North East Multi-Regional						
001520						
Training	200.00	01-440-4380	Training	290726	9/14/2021	10/04/2021
Training	125.00	01-440-4380	Training	290924	9/16/2021	10/04/2021
Total:	325.00	*Vendor Total				
Office Depot						
039370						
Office Chairs (2)- Board Rm	310.48	01-430-4870	Equipment	19281783400	9/9/2021	10/04/2021
Total:	310.48	*Vendor Total				
Paul Machacek & Tracey Hower						
468209						
Water Credit Refund	25.67	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	0.88	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	26.55	*Vendor Total				
PDC Laboratories, Inc.						
031940						
Sample Pick-Up Fee	15.00	60-445-4562	Testing (water)	I9479980	9/3/2021	10/04/2021
Lead & Copper Samples	425.00	60-445-4562	Testing (water)	I9480670	9/10/2021	10/04/2021
Radium Samples	380.00	60-445-4562	Testing (water)	I9481108	9/15/2021	10/04/2021
Total:	820.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Petty Cash, Mandy Flatt						
000900						
Reimb For Water License Renewal- Cook	10.00	60-445-4390	Dues & Meetings	06172021	6/17/2021	10/04/2021
Reimb For Water License Renewal- Kick	10.00	60-445-4390	Dues & Meetings	06292021	6/29/2021	10/04/2021
Water & Ice For Bands- July 3rd	9.57	01-490-4758	Fireworks	07022021	7/2/2021	10/04/2021
Bags For Lead & Copper Samples	10.92	60-445-4562	Testing (water)	07222021	7/22/2021	10/04/2021
Water & Tea- Board Rm Area	13.73	01-410-4799	Misc. Expenditures	08102021	8/10/2021	10/04/2021
9V Batteris For Metal Locator	12.14	60-445-4799	Misc. Expenditures	08162021	8/16/2021	10/04/2021
Bottled Water For Bands, Sidewalk Chalk- Fall	32.21	15-430-4751	North Aurora Days Expenses	09172021	9/17/2021	10/04/2021
Donuts For Meeting W/ Senator Villa	18.32	01-410-4799	Misc. Expenditures	09242021	9/24/2021	10/04/2021
Scavanger Hunt Prizes- Gift Cards (3)	175.00	01-410-4799	Misc. Expenditures	09272021	9/27/2021	10/04/2021
Total:	291.89	*Vendor Total				
Pitney Bowes Purchase Power						
029940						
Pre-Pay Postage Meter Refill	375.00	01-430-4505	Postage	09122021-01	9/12/2021	10/04/2021
Pre-Pay Postage Meter Refill	375.00	01-445-4505	Postage	09122021-02	9/12/2021	10/04/2021
Pre-Pay Postage Meter Refill	375.00	60-445-4505	Postage	09122021-03	9/12/2021	10/04/2021
Pre-Pay Postage Meter Refill	375.00	01-441-4505	Postage	09122021-04	9/12/2021	10/04/2021
Total:	1,500.00	*Vendor Total				
ProFlow Pumping Solutions						
039420						
MIOX Skid Press Valves	2,140.75	60-445-4567	Treatment Plant Repair/Maint	INV16494	8/27/2021	10/04/2021
Total:	2,140.75	*Vendor Total				
Rand Jackson						
468212						
Water Credit Refund	174.07	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	5.44	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	179.51	*Vendor Total				
Ryan Herco Products, Corp.						
044700						
MIOX Parts	133.26	60-445-4567	Treatment Plant Repair/Maint	9764091	8/31/2021	10/04/2021
Total:	133.26	*Vendor Total				
SHI International Corp.						
047000						
Auto CAD Software	1,370.00	01-430-4870	Equipment	B14079516	9/20/2021	10/04/2021
Total:	1,370.00	*Vendor Total				
Sign-A-Rama						
029780						
Shuttle Srv- Fall Fest	242.80	15-430-4751	North Aurora Days Expenses	INV-16964	9/28/2021	10/04/2021
Total:	242.80	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Stacey Kress						
468204						
Water Credit Refund	57.78	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	2.01	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	59.79	*Vendor Total				
Stephen & Kathleen Pascoe						
468210						
Water Credit Refund	18.92	60-320-3340	Water Collections	09222021-01	9/22/2021	10/04/2021
Sewer Maint Credit Refund	0.58	18-320-3350	Sewer Collection	09222021-02	9/22/2021	10/04/2021
Total:	19.50	*Vendor Total				
Sun Life Financial						
033620						
Dental Insurance- Admin/ October 2021	267.93	01-430-4136	Dental Insurance	09162021-01	9/16/2021	10/04/2021
Dental Insurance- CommDev/ October 2021	118.43	01-441-4136	Dental Insurance	09162021-02	9/16/2021	10/04/2021
Dental Insurance- PD/ October 2021	1,001.07	01-440-4136	Dental Insurance	09162021-03	9/16/2021	10/04/2021
Dental Insurance- PW/ October 2021	439.17	01-445-4136	Dental Insurance	09162021-04	9/16/2021	10/04/2021
Dental Insurance- Water/ October 2021	45.74	60-445-4136	Dental Insurance	09162021-05	9/16/2021	10/04/2021
Dental Insurance- Employee/ October 2021	2,067.32	01-000-2054	Insurance Employee Reimburse	09162021-06	9/16/2021	10/04/2021
Total:	3,939.66	*Vendor Total				
Sunbelt Rentals, Inc.						
043800						
Fall Fest Spider Box & Cable	742.37	15-430-4751	North Aurora Days Expenses	117840830-00	9/20/2021	10/04/2021
Fall Fest Generator	369.00	15-430-4751	North Aurora Days Expenses	117846941-00	9/20/2021	10/04/2021
Total:	1,111.37	*Vendor Total				
Swoboda Mark D.						
027380						
2021 IAI Conference Reimb (2)	3,252.62	01-440-4370	Conferences & Travel	09152021	9/15/2021	10/04/2021
Total:	3,252.62	*Vendor Total				
Technology Management Rev Fund						
007390						
IWWIN- August 2021	723.32	01-440-4652	Phones and Connectivity	T2205133	9/20/2021	10/04/2021
Total:	723.32	*Vendor Total				
Traffic Control & Protection						
021520						
Street Signs/ Posts	4,536.65	01-445-4545	Traffic Signs & Signals	108609	9/16/2021	10/04/2021
Total:	4,536.65	*Vendor Total				
United Rentals						
036410						
Generator & Spider Boxes	1,282.00	15-430-4751	North Aurora Days Expenses	198196798-00	9/20/2021	10/04/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,282.00	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone 9/13 - 10/12	36.01	01-430-4652	Phones and Connectivity	9888367399-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	67.97	01-440-4652	Phones and Connectivity	9888367399-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	46.26	01-445-4652	Phones and Connectivity	9888367399-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	69.18	01-430-4652	Phones and Connectivity	9888367400-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	137.53	01-445-4652	Phones and Connectivity	9888367400-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	79.48	60-445-4652	Phones and Connectivity	9888367400-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	89.49	01-441-4652	Phones and Connectivity	9888367400-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	212.33	01-440-4652	Phones and Connectivity	9888367400-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	102.33	01-430-4652	Phones and Connectivity	9888367401-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	151.15	01-445-4652	Phones and Connectivity	9888367401-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	118.80	60-445-4652	Phones and Connectivity	9888367401-(9/12/2021	10/04/2021	
Cell Phone 9/13 - 10/12	241.06	01-440-4652	Phones and Connectivity	9888367401-(9/12/2021	10/04/2021	
Total:	1,351.59	*Vendor Total				
Water Products Company						
001170						
12" Couplers (2)	942.10	60-445-4568	Watermain Rprs. & Rplcmts.	0305287	9/16/2021	10/04/2021
Dual Check Valves	1,395.53	60-445-4480	New Meters,rprs. & Rplcmts.	0305404	9/20/2021	10/04/2021
Total:	2,337.63	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint- Sept 2021	200.00	01-430-4512	Website Maintenance	30599	9/3/2021	10/04/2021
Total:	200.00	*Vendor Total				
Weilandt Legal Document Svcs.						
038240						
CE Adjudication	22.50	01-441-4506	Publishing	2021-0919	9/19/2021	10/04/2021
Total:	22.50	*Vendor Total				
Report Total:	243,696.14					



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: September 28, 2021
Re: Special Event Permit for Brother Chimp Brewing

Attached is a Special Event Permit application submitted by Stephen Newman on behalf of Brother Chimp Brewing seeking a special events permit from the Village of North Aurora.

Brother Chimp Brewing, 1059 Orchard Road, is looking to host an event on Saturday, October 9 from 6 p.m. to 10 p.m. that will involve a musical group and sound amplification equipment. Brother Chimp Brewing currently has a Supplemental Entertainment Class A ("SE-A") Liquor License, which allows for live solo and duo groups with minimum sound amplification, but that does not allow for a larger performance. The event falls within all parameters of regular use and does not technically require a Special Event. However, in speaking with the Village Attorney it was determined the best course for this particular event was to seek a Special Event Permit given the circumstances of not currently possessing a supplemental entertainment liquor classification to allow the larger musical group.

Please see the attached Special Event Permit application.



SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 9/24/2021
Name of Event: Music
Type of Event: ☐ Festival ☐ Grand Opening ☐ Backyard Party ☒ Other
Location of Event: 1059 West Orchard Rd
Date(s) of Event: 10/09/2021 Hours of Event: 6 to 10
Event / Organization Website (if applicable): _____
Purpose of the event: Entertainment

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

Contact person: Stephen Newman

Contact person address: 1059 West Orchard Rd

City: North Aurora State: IL Zip: 60542

Home Phone: _____ Cell Phone: _____ E-mail: _____

Organization address: SAME

City: _____ State: _____ Zip: _____ Phone: _____

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

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

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

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



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www.northaurora.org

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

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

Does your event include the use of a tent or an inflatable device over 400 square feet? ☐ YES ☐ NO

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

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

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

Submit All COMPLETED Applications to:

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

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

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

Dated this 24 day of September, 2021



Signature of Organizer / Applicant



HOLD HARMLESS RELEASE

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

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

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

Stephen C Newman
Name of Organizer / Applicant (please print)

[Signature]
Signature of Organizer / Applicant

10/24/21
Date

From Stephen Newman:

As we discussed the only reason I am seeking the permit is that the band will be a four piece amplified band, which is outside the scope of my current permit. If it helps, I am having the band because it is my birthday, so I suppose we could describe it as "birthday party with amplified music".



Memorandum

To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: September 29, 2021

Re: Share & Care Halloween Special Event Permit Application

Attached is a Special Event Registration form submitted by Suzanne Starble on behalf of Share & Care Learning Center seeking a special events permit from the Village of North Aurora.

The event, a Halloween parade, will take place on Friday, October 29, from 9:30 a.m. to 10:30 a.m. from John Street to Marvo Street. Speakers will be used to play music during the event.

The special events permit application and all required paperwork has been submitted.



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www.northaurora.org

SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 9-28-2021

Name of Event: Halloween Parade

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

Location of Event: Street on E. John

Date(s) of Event: Friday, October 29th Hours of Event: 9:30 to 10:30

Event / Organization Website (if applicable): Share and Care Learning Center

Purpose of the event: To hold a parade for our families for the children of Share and Care

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

Contact person: Suzanne Starble

Contact person address: 12 John St.

City: North Aurora State: IL Zip: 60542

Home Phone: 630-892-2819 Cell Phone: Email: shareandcarelearning@gmail.com

Organization address: Same

City: State: Zip: Phone:

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

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

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

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



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

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

Does your event include the use of a tent or an inflatable device over 400 square feet? ☐ YES ☒ NO

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

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

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

Submit All COMPLETED Applications to:

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

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

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

Dated this 28 day of Sept, 20 21

Signature of Organizer / Applicant



**VILLAGE OF
NORTH
AURORA**
Crossroads on the Fox

25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

HOLD HARMLESS RELEASE

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

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

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

Suzanne Starble

Name of Organizer / Applicant (please print)

Signature of Organizer / Applicant

9-28-21

Date

Google Maps



Children (infants — preK) will parade from Share + Care starting at 9:30 a.m. and ending at 9:45. We will have children march, stop, sing a few songs & return to center. We will use speaker & maybe megaphone for music.

Memorandum



To: Mayor Gaffino and Village Board of Trustees
CC: Steve Bosco, Village Administrator
From: David Arndt, IT Manager
Date: 2020-09-30
Re: Exchange Server and Active Directory Migration

The Village's eleven year old Microsoft Exchange email server reached its end of life in October of 2020 as Microsoft no longer provides support for the product. Village staff met with Microsoft and several consulting companies who made recommendations based on our current environment and future direction of Microsoft technologies. Based on these meetings Village Staff identified a viable path to move the Village's network to the most current environment.

Village staff recommends migrating our Exchange email server to a hosted cloud based service provided by Microsoft while virtualizing the remainder of our in-house servers over time. Migrating the servers to the cloud provides protection from physical damage due to extreme weather, power or environmental failures, plus enhanced security with real-time updates and patches applied directly by Microsoft engineers.

Exchange Online biggest advantages is the ability to use all of the new security features available in the cloud, the most important of which by far is the ability to turn on two-factor authentication (2FA). Some additional enhanced security features include; Message Encryption, information rights management/compliance center, in-place archiving, and data loss prevention. Additionally the security filters provided by Microsoft can eliminate 99% of unwanted emails. Over the past 3 months the Village received 152,007 emails with a spam rate of 62.10%. Staff expects our spam rates to increase since the added protection will catch more, thus lowering our overall chances of exposing our network to a comprised email.

Staff released an RFP outlining the necessary requirements on July 26, 2021 and received four proposals.

Staff rated the RFPs on the following conditions

Evaluation Criteria	Portion
Functional and Technical Merit; Completeness of Proposed Solution	40%
Recent Experience with Projects of this Size and Scope in an Agency of Similar Size; Reference Information will be Taken into Consideration	30%
Cost of Proposal	26%
Local Regional Business	4%
Total	100%

After reviewing the proposals staff recommends the Village select Sentinel Technologies out of Downers Grove IL. Sentinel Technologies provided the most complete solution including all necessary Microsoft licensing, hardware and additional solutions not listing the RFP but are highly desired. Additionally sentinel was the only company headquarter in Illinois. Staff budged \$75,000 for this project. Staff has previous positive experience with Sentinel. Staff contacted Sentinel's referrals and received positive reviews.

The other three RFPs were missing licensing which was a key component of the RFP. Staff estimated the missing licenses based on the other submissions or the average from those in order to make the best possible comparisons. Even with the estimates, Sentinel's proposal is still the leading solution. Binacr proposal was incomplete and shifted some aspects of the project which were part of the RFP onto Village Staff. Cost for additional Microsoft servers, licensing and cloud services were not included as well.

Sentinel Technologies	\$73,311.21
Planet Technologies	\$76,257.40 - Incomplete missing licensing
AgreeYa	\$60,800 - Incomplete missing licensing
Binacr	\$34,280.00 Incomplete missing licensing & MS Azure costs

The overall process requires additional portions of the Village's network to be upgraded to accommodate the latest release of Microsoft Exchange Server. The additional requirements are included in the RFP.

Moving forward the migration to a hosted cloud based solution will create new annual expenses to the Village in order to maintain the licensing and backups. The estimated yearly cost will be \$7,908.75.

Please see the attached *Project Approach / Methodology (SOW), Master Service Agreement, and Billing Document (Appendix A)* provided by Sentinel Technologies.



MASTER SERVICES AGREEMENT

This Agreement is made by and between Sentinel Technologies, Inc. ("Contractor"), with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village of North Aurora ("Customer"), with principal offices at 25 E State St., North Aurora, IL 60542. Contractor and Customer are collectively referred to as the "Parties."

Effective Date 09/20/2021

Agreement No. 001r1-DP-m-JeR

In consideration of the mutual promises described herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide standard terms and conditions applicable whenever the Parties enter into specific projects for the provision of equipment and/or professional services (collectively referred to as the "Services"). Specific projects will be detailed in a Project Scope and Billing document (Appendix A). New Appendices A will be executed for each subsequent project between the Parties. The existence of this Agreement relieves the Parties from having to renegotiate standard terms and conditions each time the Parties desire to do additional projects. In the event of a conflict between the provisions of any Appendices A and the provisions of this Agreement, the provisions contained in Appendices A will prevail.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, business plan, marketing, sales, operating, performance, cost, pricing and/or pricing strategies, know-how, business and process information, computer programming techniques, software, micro-code, firmware and all record-bearing media containing or disclosing such information and techniques, which is disclosed by one party to this Agreement ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement. Any information received orally will be treated as confidential only if the Disclosing Party notifies the Receiving Party that the information is confidential or would be of such character that a reasonable person would believe it to be confidential in nature. Notwithstanding the foregoing, Confidential Information will not include information that is (a) developed independently by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; (b) obtained from a source other than the Disclosing Party through no breach of confidence by the Receiving Party; (c) in the public domain when received or thereafter enters the public domain through no fault of the Receiving Party; (d) provided by the Disclosing Party without restriction; or (e) disclosed by the Receiving Party pursuant to statute, regulation, or the order of a court of competent jurisdiction, provided that the Receiving Party has notified the Disclosing Party in order to permit the taking of appropriate protective measures.

The Parties agree to use such Confidential Information of the Disclosing Party only as it relates to the performance of the obligations under this Agreement and to hold each other's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party. Further, the Receiving Party will use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care.

3. TERM AND TERMINATION

- a. The Initial Term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew at the end of each yearly term, unless terminated as provided herein. In the event the Term expires before the term of any Appendix A or purchase order executed pursuant to this Agreement, the Term shall be extended to the expiration date of such Appendix A or purchase order.



- b. After providing Contractor with written notice of defective service and, providing Contractor has failed to cure such defective service within thirty (30) days of receipt of such written notice, Customer may terminate this Agreement upon thirty (30) days written notice. In the event of such termination, Customer shall pay Contractor for the portion of the Services performed through the date of termination. Contractor shall cease to perform Services under this Agreement on the date of termination.
- c. Contractor may terminate this Agreement upon written notice to Customer, if Customer fails to pay Contractor within sixty (60) days after Contractor notifies Customer in writing that payment is past due.

4. EMPLOYEES

- a. For a period of one (1) year following the last active engagement between the Parties under this Agreement, each party agrees not to knowingly solicit for hire, or hire, directly or indirectly, any employee of the other party having any direct involvement with this Agreement, without the written consent of the other party. If this provision is violated, the affected party reserves the right to charge, and the violating party agrees to pay, an amount equal to one year of the employee's current salary.
- b. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation, including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel.

5. INDEMNIFICATION

Contractor and Customer shall indemnify and hold the other harmless (including their respective officers, directors, agents, employees and subcontractors) against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged, or recoverable by reason of any Claim arising out of or relating to any act of error or omission, or misconduct of the indemnifying party, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement.

6. WARRANTY

Contractor represents and warrants that each Project Scope shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Project Scope prevailing at the time. Further, Contractor represents and warrants that each Project Scope shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the Products sold under this Agreement and Contractor makes no warranties whatsoever with regard to said Product.

7. LIMITATION OF REMEDIES

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND, SHALL BE LIMITED TO THE REPERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CONTRACTOR AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation will not apply to claims for personal injury or damage to real property and/or tangible personal property caused by Contractor's negligence.



8. GENERAL PROVISIONS

- a. Sub-Contracting. Contractor retains the right to subcontract any support service described herein to subcontractor(s) of Contractor's choosing, provided that such subcontractor(s) shall possess the technical qualifications to perform service and is approved in advance by the Customer.
- b. Severability. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- c. Assignment. A party may not assign or transfer this Agreement or any of the other rights or obligations under this Agreement, without the prior written consent of the other party.
- d. Waiver or Delay. A waiver of any default, hereunder shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- e. Notices. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to the representative designated below, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial overnight courier with written verification receipt, (d) sent by e-mail to a designated recipient with return receipt and acknowledgment or (e) three (3) days after having been sent, postage pre-paid, by first class or certified mail.

For Customer, Name and Address:

Village of North Aurora
25 E State St.
North Aurora, IL 60542

For Contractor, Name and Address:

Sentinel Technologies, Inc.
2550 Warrenville Road
Downers Grove, IL 60515

- f. Dispute Resolution. In the event of a material dispute between the Parties that is not resolved in the normal course of business, either party may initiate a dispute resolution process by notifying the other party in writing pursuant to the Notices provision, paragraph 8.e. herein. Within ten (10) days from the date of receipt of that notice, the matter will be submitted to senior executives of the Parties authorized to settle the same. In the event this process fails, the Parties agree that the Circuit Court of DuPage County, Illinois, and the United States District Court for the Northern District of Illinois shall be the sole and exclusive venues for any action, suit or proceeding arising out of or related to this Agreement. The prevailing party in any such proceeding shall be entitled to recover all costs and expenses and reasonable attorney's fees in addition to any other relief to which it may be entitled. The determination of what constitutes a "prevailing party" shall be determined by the trier of fact. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules.
- g. Entire Agreement; Modification. This Agreement including its Appendices, is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement, including its Appendices, may not be varied, modified, altered, or amended except in writing signed by the Parties

9. RIGHTS OF MATERIALS

Customer shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Customer under this Agreement. Such deliverables shall be owned by Customer for its own internal use. Contractor does not convey nor does Customer obtain any right in materials proprietary to Contractor which Contractor may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement except as otherwise agreed upon in writing by the parties. Contractor shall be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how and techniques related to Contractor's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this section.



10. POSSESSION AFTER TERMINATION OF AGREEMENT

No later than five (5) days after the termination of this Agreement for any reason, Customer shall return to Contractor any and all of Contractor's equipment located on Customer's property and used in connection with providing the support services. Contractor may physically take possession of any such equipment not delivered to Contractor after the expiration of such five (5) day period. Customer hereby authorizes Contractor and its agents to enter onto any location at which any such equipment is located for purposes of taking possession thereof.

In witness whereof, the Parties hereto have signed this Agreement as of the date signed below.

CUSTOMER:
Village of North Aurora

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX A

Customer Name:	Village of North Aurora
Street Address:	25 E State St.
City, State, Zip:	North Aurora, IL 60542

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village of North Aurora (Customer) with principal offices at 25 E State St., North Aurora, IL 60542 is hereby appended to include the following:

Commencement Date	Agreement No.	Addendum No. 001-DP
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Executive Summary

The Village of North Aurora is looking to upgrade their Active Directory Domain and migrate from an on- premises Microsoft Exchange infrastructure to Microsoft Exchange Online.

- The Village of North Aurora is soliciting vendors to migrate our On-Premise Exchange 2010 email environment to an Office 365 Government G1 platform and upgrade our current Active Directory Windows Server 2008R2 to Windows 2019.
- The project includes performing a readiness assessment of the current On-premise Exchange and Active Directory including gathering and developing requirements, developing a migration plan, and executing the approved plan.

It is the intent of this engagement is that Sentinel will architect, design, and implement the project according to Sentinel established best practices and in a manner ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the customer staff moving forward after the engagement.

The next section "Project Overview" highlights the main phases involved in this project. The "Scope of Work" section then lays out in further detail what is covered as part of this project. Finally, "Customer Responsibilities and Assumptions" details important assumptions Sentinel has made in discussion with Village of North Aurora Team. A Pricing page is also included at the end of this document.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for a site visit by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).



Phase 3 - Staging

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.

Phase 4 - Implementation

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

Scope of Work

Planning and Pre-Engagement Preparation

- Identification of key Village of North Aurora project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking, and facilities required to successfully complete this engagement.

Analysis & Design

General

- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design and use case specifications blueprint document based upon Customer discussion.

Active Directory

- Gather and verify domain controller quantities and locations along with overall AD topology.
- Perform basic health check of AD domain, including the following:
 - Verify AD Replication Design & Topology along with Sys Vol integrity.
 - Verify if any dead or obsolete domain controller references still exist.
 - Validate current Domain Controller Group Policy settings.
 - Verify time synchronization.
 - Verify domain name services (DNS) configuration and overall health.
 - Establish which DHCP ranges and options are still utilized.
 - Confirm FSMO role & Global Catalog Services locations and status.
 - Confirm list of customer-provided AD/Exchange dependent applications.
 - Confirm list of customer-provided affected applications and services installed on present Domain Controllers/Exchange Servers.
 - NOTE: Sentinel assumes the customer AD to be in a fully healthy state prior to project commencement. The above basic health check analysis is conducted to help ensure a smooth and successful migration. Remediation of any problems identified during this basic health check is not in scope and will require additional hours. No formal deliverable will be part of this health check.
- Evaluate and determine appropriate Forest and Domain functional levels to upgrade to.
- Establish plan for migrating DNS, DHCP, and other affected services on the existing DCs.



Implementation – Dell PowerEdge Server

- Rack, Cable, & connect the Dell PowerEdge Server to LAN, Apply Firmware Update
- Install VMWare ESXi HyperVisor, Install VMWare vCenter Server
- Create Virtual Server Template, Clone Template to Create Windows Server Virtual Machines for Active Directory DC & Exchange Server
- Sentinel will provide USAC compliant as-built documentation for each component included and provide basic knowledge transfer of the solution.

Implementation – Active Directory Upgrade

- Create Microsoft Windows Server 2016 and/or 2019 Virtualization Template for use in deploying up to (3) new Domain Controllers Server VMs.
- Validate that each server deployment meets the requirements necessary, and apply any further service packs, patches, or other baseline configuration necessary for Domain Controllers.
- Promote new servers as Microsoft Windows Server 2019 Domain Controllers.
- Microsoft Services Migration.
 - Establish Global Catalog functionality for new Domain Controllers.
 - Migrate FSMO roles.
 - Establish and Validate proper Time Synchronization for new DC's.
 - Setup and replicate DNS to the new Domain Controllers.
 - Setup and replicate DHCP Service with up to 10 scopes to the new Domain Controller servers.
- Perform Basic Testing & Validation of new Active Directory environment.
 - Ability to logon and authenticate via the new Domain Controllers.
 - Basic Active Directory OU and Sites & Services check.
 - Existence of sysvol replicated contents including any logon scripts and group policies.
 - FSMO Roles and Global Catalog health.
 - Time Synchronization functionality.
 - Proper operations of DNS.
- Coordinate with Customer resources to migrate/restore additional functionality of the previous Domain Controllers (e.g. Radius Services).
 - Please note assistance with restoring or migrating any additional services not defined in this Scope of Work will require a Project Change Request (PCR).
- Demote old Domain Controller Servers.
- Upgrade Forest and Domain Functional levels.

Note: No workstation visits are expected at this time and are not part of this Scope of Work. This Scope of Work is limited to the upgrade of a single domain (Any additional domain upgrades, including additional root or child domains, is out of scope).

Implementation – Exchange Online Migration

- Deploy a new M365 Tenant (GCC) for Village of North Aurora
- Configure AD Connect Sync to synchronize Active Directory Security Objects with Azure Active Directory (Free edition), and create a Hybrid Active Directory environment. Please note that your Domain Controllers will remain the authoritative source for identity and End-Users will authenticate/join against them, and not Azure Active Directory
- Assign subscription entitlements for Exchange Online Plan 1 to up-to 95 users
- Deploy Exchange 2016 server for the purpose of Microsoft hybrid environment supportability as well as access to the Exchange Admin Console (EAC). Hybrid Configuration Wizard (HCW) will be used for this purpose so an entitlement for Exchange 2016 will be provided at no extra cost. Please see here for details
 - Village of North Aurora are to provide resources to create Windows Virtual Machines with a currently supported Windows Server Operating System while Sentinel Technologies will handle the Exchange 2016 deployment
 - Village of North Aurora's existing Exchange 2010 server will be decommissioned as the final step of this engagement



- Update all necessary Records, and Certificates
- Migrate up-to 50GB of mail / user from Exchange 2016 on-premise to Exchange Online.
- BitTitan will be used to complete migration tasks carried out in batches
- 1st batch will consist of fifteen (15) Users to be designated by Village of North Aurora. It is recommended that Users who are 1st to be migrated are easily adaptable to new applications. Sentinel Technologies will test end-to-end messaging services
- 2nd batch will consist of the remaining eighty (80) Users
- Following the final eighty (80) User migration, Sentinel Technologies will carry out a 2nd end-to-end testing for mail flow to endure that it is working as intended
- Exchange Online Protection (EOP) will be enabled for mail hygiene purposes
- A "This message originated from an external source" header will be added for all incoming email
- Up to one (1) mail forwarding restriction policy will be enabled as a start to Village of North Aurora's DLP initiative
- Migrate ActiveSync profiles of up-to ninety-five (95) Users
- Implement Barracuda Cloud Archive services base installation and configuration with Barracuda Remote Implementation and Support Assistance

Cutover / Migration Strategy

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated two (2) cutover windows. Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.

Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
 - Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.



Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

Customer Responsibilities and Assumptions

General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Village of North Aurora to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Village of North Aurora is made aware of any issues promptly to determine resolution.

Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.



Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: **(SELECT AND INITIAL ONLY ONE)**

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

Initials **Option 1**
Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]

Option 2
Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]

Option 3
Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]

Option 4
Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Permits & Access

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Travel Requirements and Cost

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Fiber

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.



Optics (SFP, SFP+, GBIC, etc...)

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

Labor Union Requirements

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

Patching and Equipment Cabling

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.

Pricing Summary

Active Directory Upgrade and Exchange Online Migration

Software

		Extended Price
Dell PowerEdge R640 Server, Intel 4208 2x2.1Ghz CPUs 16 Cores, 256GB RAM, Raid-1 HyperVisor, VMOS, & Data Drives	\$	21,922.00
Hardware and Software Total	\$	21,922.00

Solution Maintenance & Support

		Extended Price
Dell HW/SW Maintenance & Pro Support 5-Year 8x5xNBD Onsite	\$	1,465.00
Maintenance & Support Total	\$	1,465.00



Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

		Extended Price
Exchange Online GCC P1	\$	4,454.55
BitTitan MigrationWiz Mailbox	\$	1,090.60
Barracuda Cloud-to-Cloud	\$	4,997.06
Subscriptions Total	\$	10,542.21

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	21,922.00
Solution Maintenance & Support	\$	1,465.00
Solution Subscriptions	\$	10,542.21
Professional Services	\$	48,256.00
Project Total	\$	82,185.21
One-Time Services Discount	\$	(8,874.00)
Discounted Total	\$	73,311.21

*Quote is valid until 10/16/2021

Plus applicable tax, shipping & handling

HW-SW1 Dell R640

Dell PowerEdge R640 Server, Intel 4208 2x2.1Ghz CPUs 16 Cores, 256GB RAM, Raid-1 HyperVisor, VMOS, & Data Drives					
Description	Qty	Unit Price	Ext Price	Special Notes	
PowerEdge R640 Server	1	\$ 196.00	\$ 196.00		
PowerEdge R640 MLK Motherboard	1	\$ -	\$ -		
No Trusted Platform Module	1	\$ -	\$ -		
2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	1	\$ 47.00	\$ 47.00		
PowerEdge R640 Shipping	1	\$ -	\$ -		
PowerEdge R640 x8 Drive Shipping Material	1	\$ -	\$ -		
PowerEdge R640 CCC and BIS Marking No CE Marking	1	\$ -	\$ -		
Intel Xeon Silver 4208 2.1G 8C/16T 9.6GT/s 11M Cache Turbo HT (85W) DDR4-2400	1	\$ 368.00	\$ 368.00		
Intel Xeon Silver 4208 2.1G 8C/16T 9.6GT/s 11M Cache Turbo HT (85W) DDR4-2400	1	\$ 368.00	\$ 368.00		
Additional Processor Selected	1	\$ -	\$ -		
DIMM Blanks for System with 2 Processors	1	\$ -	\$ -		
Standard 1U Heatsink	1	\$ 9.00	\$ 9.00		
Standard 1U Heatsink	1	\$ 9.00	\$ 9.00		
3200MT/s RDIMMs	1	\$ -	\$ -		
Performance Optimized	1	\$ -	\$ -		
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE	8	\$ 667.00	\$ 5,336.00	8x32Gb, 256GB RAM	
RAID 1 + Unconfigured RAID	1	\$ -	\$ -		
PERC H740P RAID Controller 8GB NV Cache Mini card	1	\$ 537.00	\$ 537.00	Raid Controller	
480GB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug	2	\$ 887.00	\$ 1,774.00	VM OS Drive	
PM5-V Drive 3 DWPD 2628 TBW					



Dell PowerEdge R640 Server, Intel 4208 2x2.1Ghz CPUs 16 Cores, 256GB RAM, Raid-1 HyperVisor, VMOS, & Data Drives				
Description	Qty	Unit Price	Ext Price	Special Notes
1.92TB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug	2	\$ 1,819.00	\$ 3,638.00	Data Volumes
PM5-V Drive 3 DWPD 10512 TBW				
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1) LP	1	\$ 411.00	\$ 411.00	Hypervisor Boot Disk
Windows Server 2019 Standard 16CORE FI No Med No	1	\$ 569.00	\$ 569.00	2 Windows VMS
CAL Multi Language				
Windows Server 2019 Standard Edition Add	1	\$ 569.00	\$ 569.00	2 Windows VMS
License 16CORE NO MEDIA/KEY				
Windows Server 2019 Standard 16CORE Digitally	1	\$ -	\$ -	
Fulfilled Recovery Image Multi Language				
Windows Server 2019 Standard No Media WS2012R2	1	\$ -	\$ -	
Std Downgrade DF Media Multi Language				
Windows Server 2019 Standard No Media WS2016	1	\$ -	\$ -	
Std Downgrade DF Media Multi Language				
Windows Server 2019 Standard No Media WS2016	1	\$ 6.00	\$ 6.00	
STD Downgrade Media Multi Language				
iDRAC9 Enterprise	1	\$ 228.00	\$ 228.00	
iDRAC Group Manager Disabled	1	\$ -	\$ -	
iDRAC Factory Generated Password	1	\$ -	\$ -	
Riser Config 4 2x16 LP	1	\$ -	\$ -	
Broadcom 5720 Quad Port 1GbE BASE-T rNDC	1	\$ 35.00	\$ 35.00	4x1GbE
DVD ROM SATA Internal	1	\$ 23.00	\$ 23.00	
8 Performance Fans for R640	1	\$ 94.00	\$ 94.00	
Dual Hot-plug Redundant Power Supply (1+1) 750W	1	\$ 321.00	\$ 321.00	
Power Cord - C13 3M 125V 15A (North America Guam	2	\$ -	\$ -	
North Marianas Philippines Samoa Vietnam)				
No Bezel	1	\$ -	\$ -	
Dell EMC Luggage Tag	1	\$ -	\$ -	
No Quick Sync	1	\$ 19.00	\$ 19.00	LCD Panel
Performance BIOS Settings	1	\$ -	\$ -	
UEFI BIOS Boot Mode with GPT Partition	1	\$ -	\$ -	
ReadyRails Sliding Rails Without Cable Management Arm	1	\$ 70.00	\$ 70.00	VMWare Option
Dell Optical Mouse MS116 - Black	1	\$ 3.00	\$ 3.00	
Black Dell KB216 Wired Multi-Media Keyboard English	1	\$ 4.00	\$ 4.00	
VMware vSphere 7 Essentials Kit for 3 hosts (Max 2 CPU	1	\$ 863.00	\$ 863.00	VMWare vSphere 5
per host 32 cores/CPU) 5 YR Lic and Sub				Years
No Systems Documentation No OpenManage DVD Kit	1	\$ -	\$ -	
US Order	1	\$ -	\$ -	
C2G 6ft Cat5e Snagless Unshielded (UTP) Network Patch	1	\$ 14.00	\$ 14.00	
Ethernet Cable-Blue - patch cable - 6 ft - blue				
5-pack of Windows Server 2019/2016 User CALs (Standard or	1	\$ 338.00	\$ 338.00	5 Windows CALs
Datacenter)				
10-pack of Windows Server 2019/2016 User CALs (Standard or	4	\$ 675.00	\$ 2,700.00	40 Windows CALs
Datacenter)				
50-pack of Windows Server 2019/2016 User CALs (Standard or	1	\$ 3,373.00	\$ 3,373.00	50 Windows CALs
Datacenter)				
Hardware and Software Sub-Total:				\$21,922.00

M&S1 R640

Dell HW/SW Maintenance & Pro Support 5-Year 8x5xNBD Onsite				
Description	Qty	Unit Price	Ext Price	Special Notes
Basic Next Business Day 36 Months	1	\$ 94.00	\$ 94.00	
ProSupport and Next Business Day Onsite Service Initial	1	\$ 794.00	\$ 794.00	
ProSupport and Next Business Day Onsite Service Extension	1	\$ 577.00	\$ 577.00	
Maintenance & Support Sub-Total:				\$1,465.00

Exchange Online GCC P1

Exchange Online GCC P1						
Description	Qty	Unit Price	Ext Price	Initial Term	Billing Model	Renewal Term
Exchange Online P1-GCC-1Y	95	\$ 46.89	\$ 4,454.55	12 Months	Annually	12 Months
Initial Term Subscriptions Sub-Total:						\$4,454.55



BitTitan MigrationWiz Mailbox

BitTitan MigrationWiz Mailbox						
Description	Qty	Unit Price	Ext Price	Initial Term	Billing Model	Renewal Term
MigrationWiz-Mailbox (One license/Mailbox per 50GB)	95	\$ 11.48	\$ 1,090.60	12 Months	Annually	12 Months
Initial Term Subscriptions Sub-Total:						\$1,090.60

Barracuda Cloud-to-Cloud

Barracuda Cloud-to-Cloud						
Description	Qty	Unit Price	Ext Price	Initial Term	Billing Model	Renewal Term
CLOUD TO CLOUD B/U 1-249U	1140	\$ 3.03	\$ 3,454.20	12 Months	Prepay	12 Months
CONSULTING SVC PHONE SUP PER DAY (Implementation)	1	\$ 1,542.86	\$ 1,542.86	Monthly	Prepay	N/A
Initial Term Subscriptions Sub-Total:						\$4,997.06

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.



- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

This quote is valid until 10 / 16 / 2021.

CUSTOMER:
Village of North Aurora

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**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: PETITION 21-09: GERALD GENESIS SPECIAL USE (204 HANSEN BOULEVARD)
AGENDA: OCTOBER 4, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving a Special Use for a Motor Vehicle Sales and/or Service Establishment in the B-2 General Commercial District for the property located at 204 Hansen Boulevard, North Aurora, Illinois

DISCUSSION

Gerald has conducted sales of the Genesis automobile franchise along with the Hyundai franchise at 209 Hansen Boulevard for several years. Genesis has recently encouraged dealers to create separate facilities for Genesis apart from Hyundai to facilitate establishment of Genesis as a luxury brand. The property located across the street at 204 Hansen Boulevard has been utilized as the Gerald Auto Group's centralized accounting office since 2016. The property was originally a Saturn dealership that opened around 1995. 204 Hansen Boulevard was last used for Motor Vehicle Sales in 2016 when Kia operated on the property. Kia later moved to 201 Hansen Boulevard.

Gerald would now like to remodel and expand upon the building located at 204 Hansen Boulevard in order to move the Genesis franchise to that property. Staff notes that site plan review is not required as the addition constitutes less than twenty-five (25) percent of total square footage of the existing structure.

The North Aurora Auto Mall consists of properties located in the B-2 General Business District. Motor Vehicle Sales and/or Service is classified as a special use in the B-2 District. As the sales of motor vehicles has not occurred on the subject property since 2016, a special use to reestablish the property with the Motor Vehicle Sales and/or Service use is being requested.

A public hearing was conducted on this item at the September 7, 2021 Plan Commission meeting. The Plan Commission unanimously recommended approval of Petition #21-09.

The Genesis Dealership plans were first presented to the Village Board at the August 16, 2021 Committee of the Whole meeting when the economic incentive request was introduced. The Village Board was supportive of the proposed expansion of the dealership to accommodate the Genesis brand.

Staff Report to the Village of North Aurora Plan Commission

FROM: Mike Toth, Community and Economic Development Director

GENERAL INFORMATION

Meeting Date: September 7, 2021

Petition Number: 21-09

Petitioner: Genesis of North Aurora

Request: 1) Special Use to allow for a Motor Vehicle Sales and/or Service establishment

Location: 204 Hansen Boulevard

Parcel Number(s): 15-06-326-002

Property Size: Approximately 4.32 acres

Current Zoning: B-2 – General Business District

Contiguous Zoning: North – B-2 – General Business District, South – B-2 – General Business District, East – B-2 – General Business District, West – B-2 – General Business District

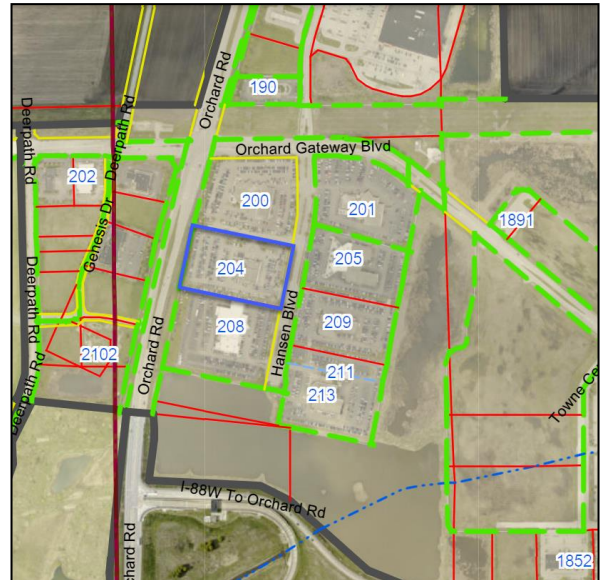
Contiguous Land Use: North – Motor Vehicle Sales and/or Service, South – Motor Vehicle Sales and/or Service, East – Motor Vehicle Sales and/or Service, West – Commercial

Comprehensive Plan Designation: Regional Commercial

PROPOSAL

Gerald has conducted sales of the Genesis automobile franchise along with the Hyundai franchise at 209 Hansen Boulevard for several years. Genesis has recently encouraged dealers to create separate facilities for Genesis apart from Hyundai to facilitate establishment of Genesis as a luxury brand. The property located across the street at 204 Hansen Boulevard has been utilized as the Gerald Auto Group's centralized accounting office since 2016. The property was originally a Saturn dealership that opened around 1995. 204 Hansen Boulevard was last used for Motor Vehicle Sales in 2016 when Kia operated on the property. Kia later moved to 201 Hansen Boulevard.

Gerald would now like to remodel and expand upon the building located at 204 Hansen Boulevard in order to move the Genesis franchise to that property. Staff notes that site plan review is not required as the addition constitutes less than twenty-five (25) percent of total square footage of the existing structure.



The North Aurora Auto Mall consists of properties located in the B-2 General Business District. Motor Vehicle Sales and/or Service is classified as a special use in the B-2 District. As the sales of motor vehicles has not occurred on the subject property since 2016, a special use to reestablish the property with the Motor Vehicle Sales and/or Service use is being requested.

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.

Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District.

2. The proposed special use is deemed necessary for the public convenience at that location.

The proposed Motor Vehicle Sales and/or Service establishment use would be located in the North Aurora Auto Mall, consisting only of other Motor Vehicle Sales and/or Service establishments.

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.

The proposed special use is being requested to utilize a site that has been used as Motor Vehicle Sales and/or Service since 1995 and is already served by public facilities. As an auto dealership, the economic benefit would be the creation of jobs and the generation of sales tax to the Village.

4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

The Comprehensive Plan recommends 'Regional Commercial' for the subject property. The proposed use is commercial; therefore, consistent with the Comprehensive Plan.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

Genesis has recently encouraged dealers to create separate facilities for Genesis apart from Hyundai to facilitate establishment of Genesis as a luxury brand. The remodeling plans associated with the proposed dealership reflect that of a luxury brand and are attractive in appearance.

6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

The subject Motor Vehicle Sales and/or Service establishment would be located in the North Aurora Auto Mall, consisting only of other Motor Vehicle Sales and/or Service establishments.

7. The proposed special use is compatible with development on adjacent or neighboring property.

The subject Motor Vehicle Sales and/or Service establishment would be located in the North Aurora Auto Mall, consisting only of other Motor Vehicle Sales and/or Service establishments.

8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

The proposed use would utilize existing access from Hansen Boulevard.

9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

The proposed use will utilize existing off-street parking spaces and outdoor display spaces.

10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

The proposed special use is being requested to utilize a site that has been used as Motor Vehicle Sales and/or Service since 1995 and is already served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

The proposed special use conforms with the requirements of this Zoning Ordinance.

RECOMMENDATIONS

The Community Development Department finds that the information presented **meets** the Standards for Specials Uses as set forth in the Zoning Ordinance. Based on the above considerations, staff recommends that the Plan Commission make the following motion recommending **approval** of Petition #21-09.

APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA
Board of Trustees
25 East State Street
North Aurora, IL 60542

PETITION NO. 21-09

FILE NAME Genesis of North Aurora

DATE STAMP

RECEIVED

AUG 12 2021

VILLAGE OF
NORTH AURORA

I. APPLICANT AND OWNER DATA

Name of Applicant Genesis of North Aurora
Applicant Address 204 Hansen Blvd.
Applicant Telephone # 312-925-5209
Email Address jdvorak@geraldauto.com

Property Owner(s) Gerald Realty Holdings, LLC
Owner Address 213 Hansen Blvd
Owner Telephone # North Aurora, IL 60542

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 204 Hansen Blvd.
(indicate location if no common address)

Legal Description: LOT 2 IN ORCHARD GATEWAY, UNIT 1,
IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS
ILLINOIS PIN # 15-06-326-002-0000

Parcel Size 4.32 ACRES

Present Use Business Office
(business, manufacturing, residential, etc.)

Present Zoning District B-2, General Business District
(Zoning Ordinance Classification)
North Aurora Automall Planned Unit Development

III. PROPOSED SPECIAL USE

Proposed Special Use Automobile Dealership
(Zoning Ordinance Classification)

Code Section that authorizes Special Use _____

Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? No

If so, when? _____ to what district? _____

Describe briefly the type of use and improvement proposed Remodel and expansion of existing facility to operate a retail automotive dealership.

What are the existing uses of property within the general area of the Property in question?

Accounting office and vehicle storage lot

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) Per Michael Totu

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

IV CHECKLIST FOR ATTACHMENTS

The following items are attached here to and made a part hereof:

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's [Forest Act](#) online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website www.kanedupageswcd.org for a Land Use Opinion Application

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending United States mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.


Applicant or Authorized Agent

8/12/21
Date

Owner

Date

Following are the names and addresses of all property owners within 250 feet of the property in questions for which the special use being is being requested.

TAX PARCEL NO.	PROPERTY OWNER	MAILING ADDRESS
15-06-326-001	WM Financial Corp LLC	200 Hansen Blvd
15-06-326-003	Gerald Realty Holdings LLC	208 Hansen Blvd.
15-06-326-006	Gerald Realty Holdings LLC	201 Hansen Blvd.
15-06-326-009	Gerald Realty Holdings LLC	205 Hansen Blvd.
15-06-326-010	Gerald Realty Holdings LLC	209 Hansen Blvd
15-06-326-013	Gerald Realty Holdings LLC	211 Hansen Blvd.
15-06-302-007	Kireland Genesis Dr N.A. LLC	201 Genesis Dr.
15-06-302-008	Genesis 2004, LLC	457 Haverhill Ct, Sugar Grove, IL 60554
15-06-302-009	Exodus 2006, LLC	457 Haverhill Ct, Sugar Grove, IL 60554
15-06-302-010	Genesis 2004, LLC	457 Haverhill Ct, Sugar Grove, IL 60554

I, John Dvorak, being first duly sworn on oath certifies that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

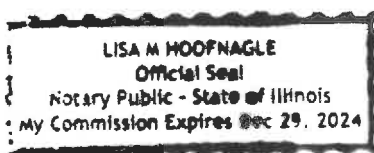
John Dvorak
Applicant Signature

8/12/21
Date

SUBSCRIBED AND SWORN TO

Before me this 12 day of AUGUST, 20 21.

Lisa M. Hoofnagle
Notary Public



3104410000-4712
GIVEN 10/1/10
FOR 01412 - 10000 1/1/10
BY 01412 - 10000 1/1/10

Situs Address Buffer

Parcel Number: 1506326002

Distance: 250

Feet

Submit

Include Source Parcel: ☒ Yes ☐ No

This list contains situs addresses for parcels within 250 feet of parcel 1506326002 => Results as .csv

Situs Addresses (physical locations)				
Parcel	Address	City	State	Zip
1506326002	204 HANSEN BLVD	NORTH AURORA	IL	60542-8920
1506302007		NORTH AURORA	IL	60542
1506302008				
1506302009				
1506302010				
1506326001	200 HANSEN BLVD	NORTH AURORA	IL	60542-8920
1506326003	208 HANSEN BLVD	NORTH AURORA	IL	60542-8920
1506326006	201 HANSEN BLVD	NORTH AURORA	IL	60542-8923
1506326009	205 HANSEN BLVD	NORTH AURORA	IL	60542-8923
1506326010	209 HANSEN BLVD	NORTH AURORA	IL	60542-8923
1506326013	211 HANSEN BLVD	NORTH AURORA	IL	60542-8923

250 foot buffer of 1506326002 returned 11 parcels

*Indicates condo parcel

This information is based on curent GIS Parcel Data

NOTE: Condo Parcels may be included that are beyond the buffer due to the nature of how condos are mapped!

†It will not include any records that could not be compressed due to system locks in the GIS system

††Count includes only unique parcel polygons. All Condos are counted grouped by their associated "-000" communal polygon



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE APPROVING A SPECIAL USE FOR A MOTOR VEHICLE SALES AND/OR
SERVICE ESTABLISHMENT IN THE B-2 GENERAL COMMERCIAL DISTRICT FOR THE
PROPERTY LOCATED AT 204 HANSEN BOULEVARD, NORTH AURORA, ILLINOIS**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2021
by _____.

Signed _____

ORDINANCE NO. _____

ORDINANCE APPROVING A SPECIAL USE FOR A MOTOR VEHICLE SALES AND/OR SERVICE ESTABLISHMENT IN THE B-2 GENERAL COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 204 HANSEN BOULEVARD, NORTH AURORA, ILLINOIS

(Petition #21-09; 204 Hansen Boulevard)

WHEREAS, the President and Board of Trustees of the Village of North Aurora have heretofore adopted the North Aurora Zoning Ordinance, otherwise known as Title 17 of the Code of North Aurora, Illinois (the “Code”); and,

WHEREAS, an application has been filed requesting approval of a special use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow for a Motor Vehicle Sales and/or Service Establishment pursuant to Title 17, Chapter 4 of the North Aurora Zoning Ordinance for the property located at 204 Hansen Boulevard, North Aurora, Illinois; and

WHEREAS, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on September 7, 2021 pursuant legal notice as required by State law and the Code; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the special use approval described herein; and,

WHEREAS, the President and Board of Trustees determine that the findings and recommendations of the Plan Commission are reasonable and appropriate and that the approval of the requested special use for the Subject Property is consistent with the criteria for special use approval and is in the best interest of the Village.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

SECTION 1: The recitals set forth above are incorporated in this Ordinance as material finding of the President and the Board of Trustees.

SECTION 2: That this Ordinance is limited and restricted to the property located at 204 Hansen Boulevard, North Aurora, Illinois and legally described as follows:

LOT 2 IN ORCHARD GATEWAY, UNIT 1, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

Parcel Number: 15-06-326-002

SECTION 3: Each and every provision of this Ordinance is severable from each and every other provision of this Ordinance; and if any provision of this Ordinance is deemed invalid and/or unenforceable, such provision shall be deemed severed from this Ordinance, leaving each and every other provision in this Ordinance in full force and effect.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Carroll _____ Laura Curtis _____

Mark Guethle _____ Michael Lowery _____

Todd Niedzwiedz _____ Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

INTERIOR BRANDING

BRAND CUBE & ROOF DECK



INTERIOR BRANDING

BRAND WALL AND FEATURE VEHICLE DISPLAY



INTERIOR BRANDING

SALES CONSULTATION & MANAGEMENT OFFICES



INTERIOR BRANDING CUSTOMER LOUNGE

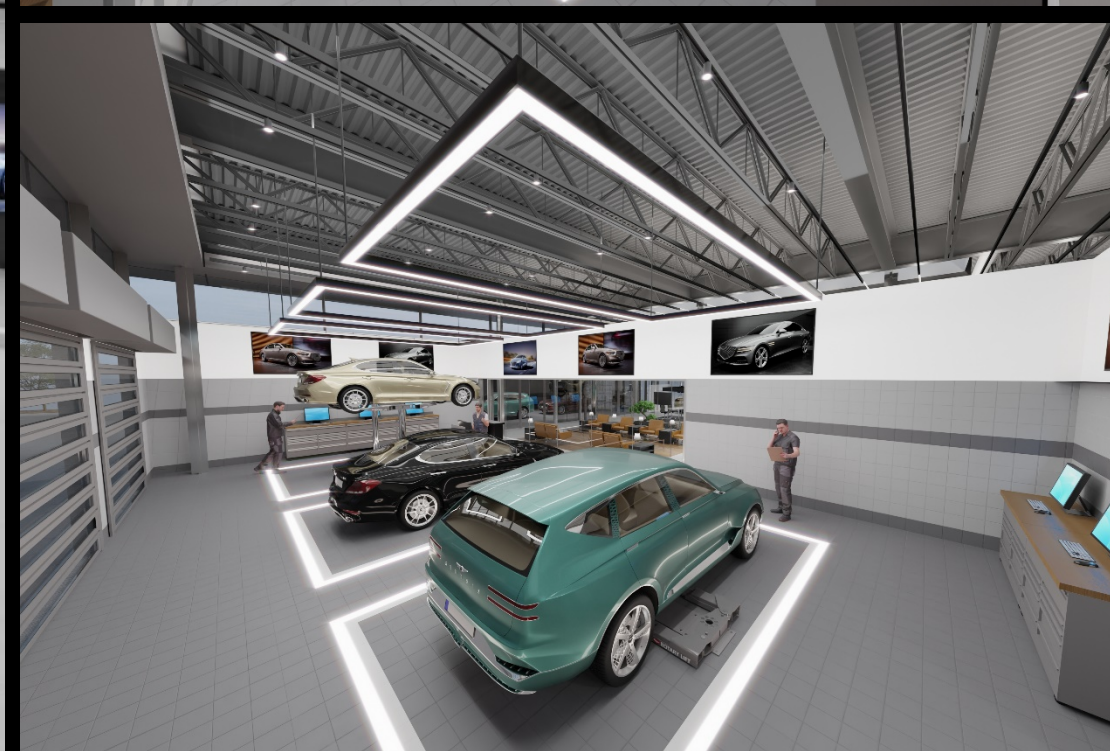


INTERIOR BRANDING CUSTOMER LOUNGE



INTERIOR BRANDING

EV LAB



INTERIOR BRANDING

SKYLIGHT, ATRIUM AND LIGHT WELL

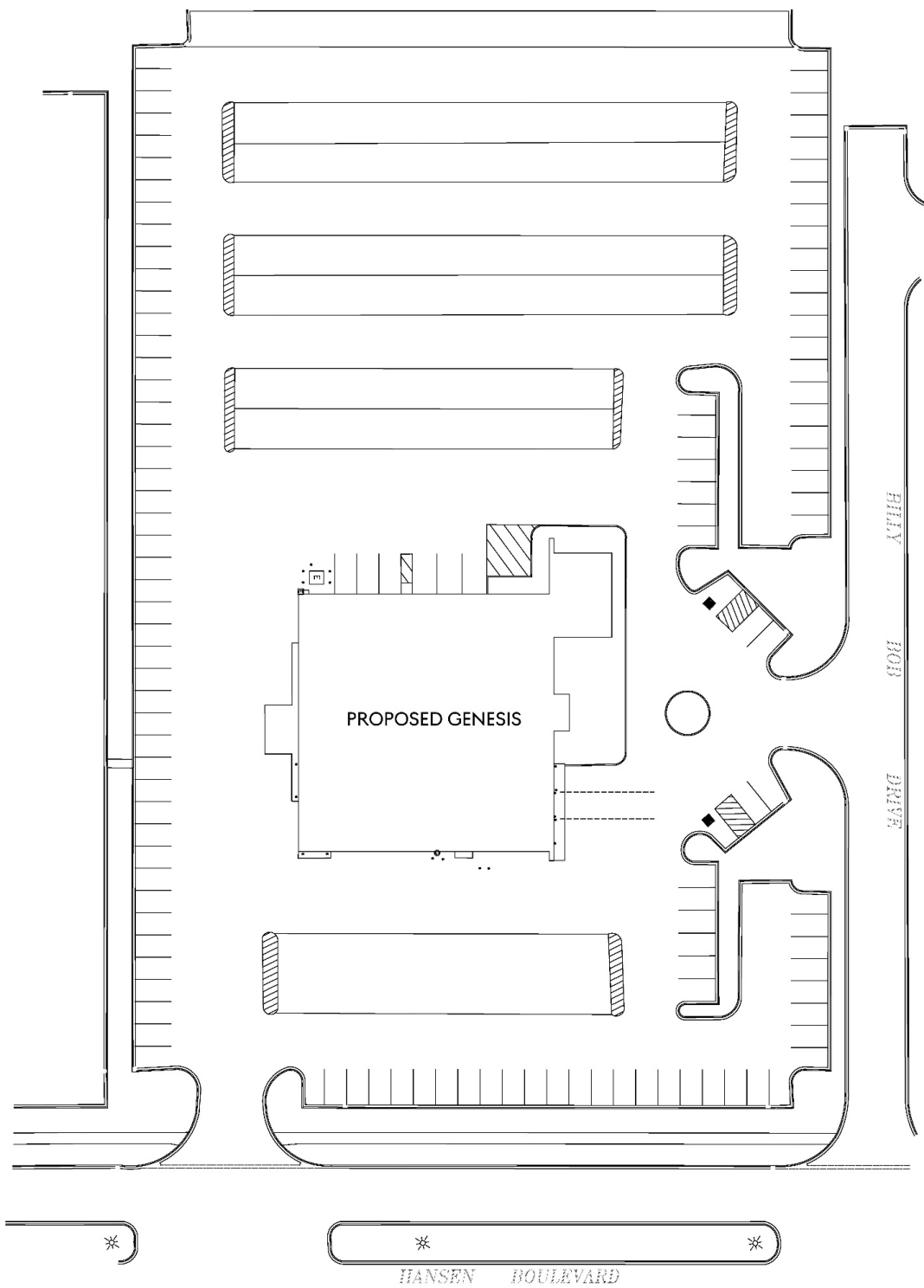


sketchup model

GENESIS OF NORTH AURORA



EXISTING SITE DIAGRAM



GENESIS
OF
NORTH
AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542



PRELIMINARY
NOT FOR CONSTRUCTION
OR PERMITTING PURPOSES

1. This design concept drawing is not intended for construction or permit purposes but to express the general requirements for the project.
2. No representation is being made as to compliance with local State or Federal regulations and neither the designer nor the dealer assumes any responsibility or liability with reference thereto.

Issue Date: 6/9/2021
Drawn By: [Signature]

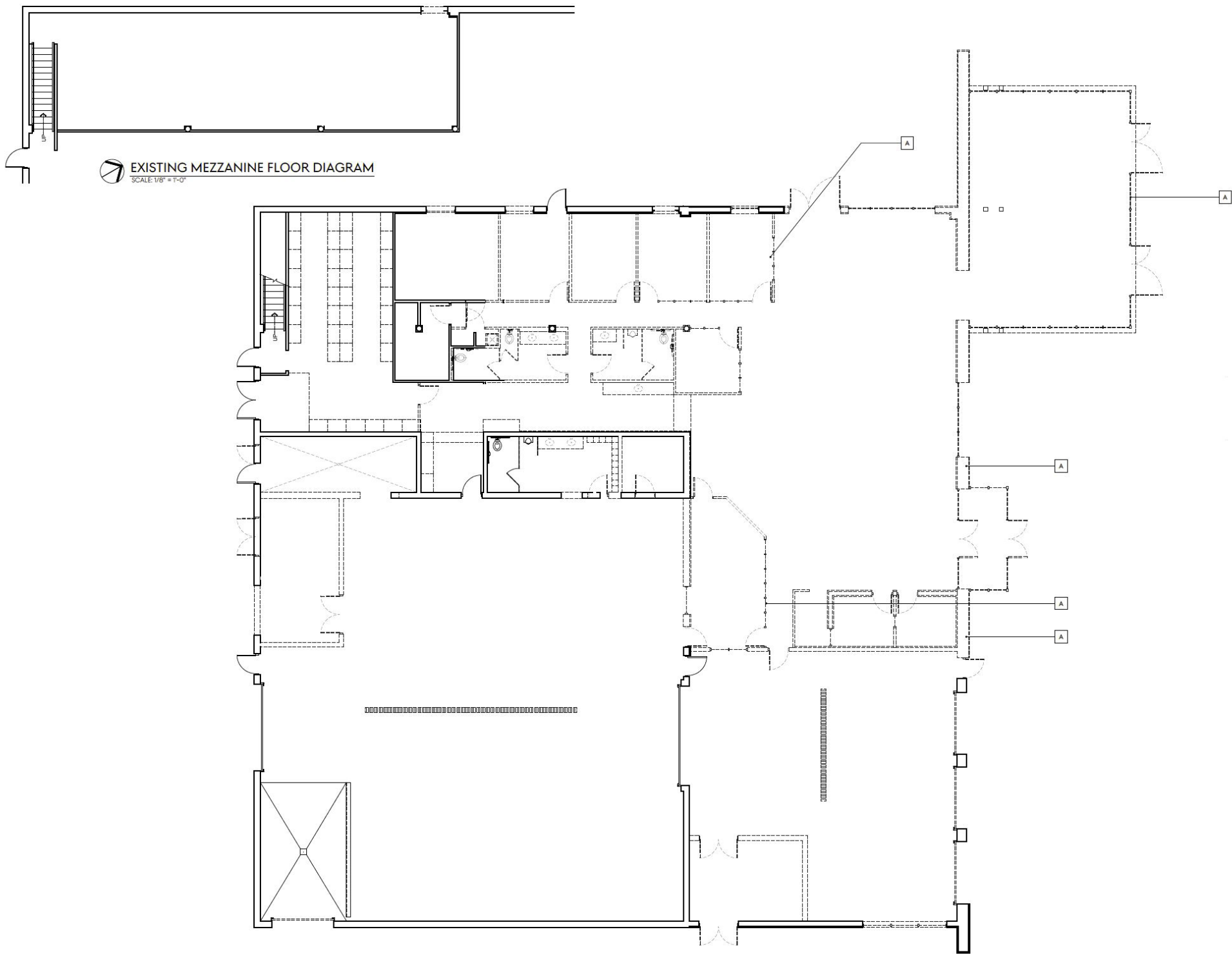
Revisions:
1 5/23/2021 LOUNGE

EXISTING
SITE
DIAGRAM

A-1

Sheet 1 of 8

EXISTING FLOOR DIAGRAM



GENESIS
OF
NORTH
AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542



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Issue Date: 6/9/2021
Drawn By:

Revisions:		
1	5/23/2021	LOUNGE

EXISTING FLOOR
DIAGRAM

A-2

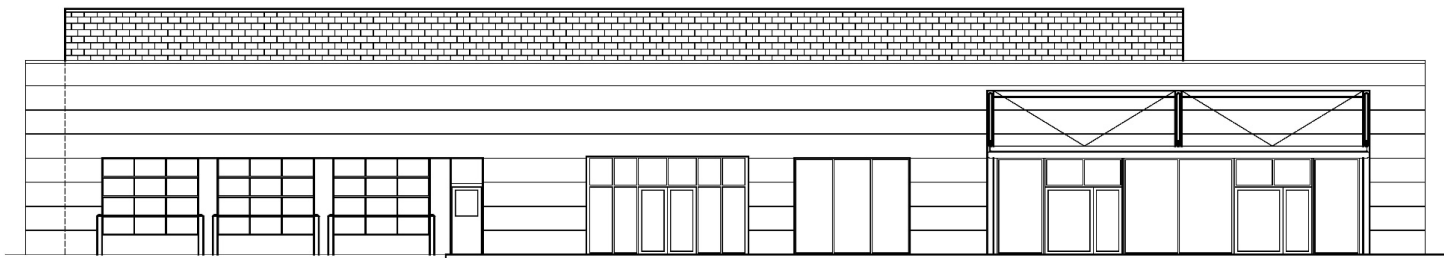
Sheet 2 of 8

EXISTING FLOOR DIAGRAM KEYNOTES

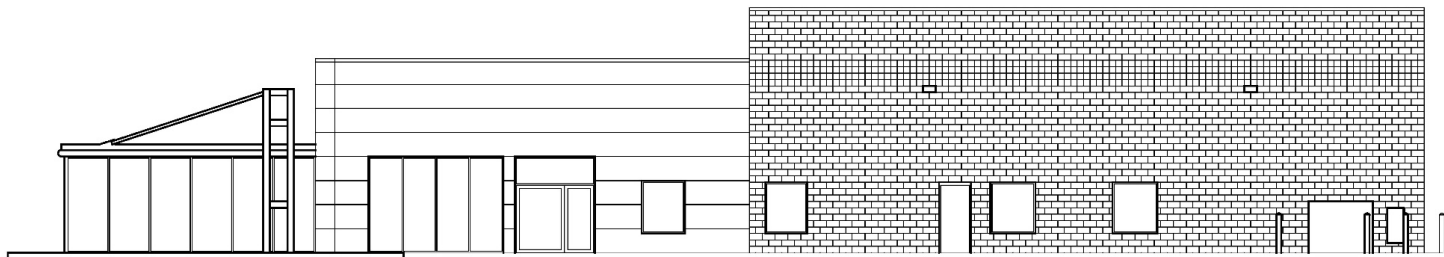
A EXISTING DASHED ITEMS TO BE REMOVED

EXISTING FLOOR DIAGRAM
SCALE: 1/8" = 1'-0"

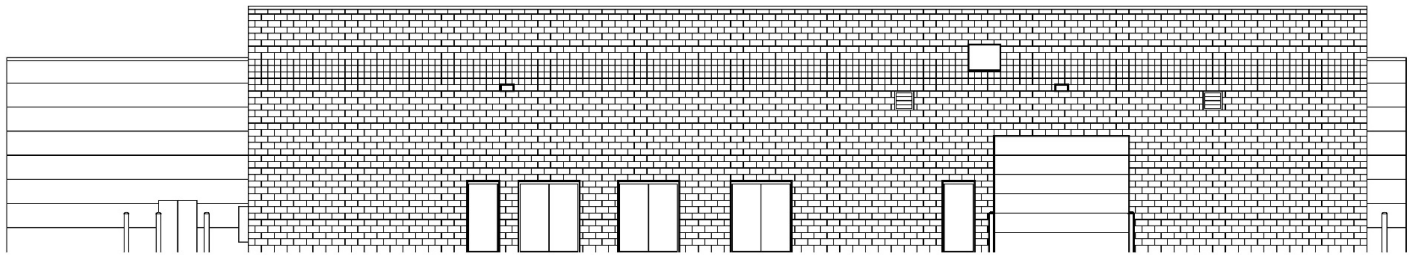
EXISTING ELEVATION DIAGRAMS



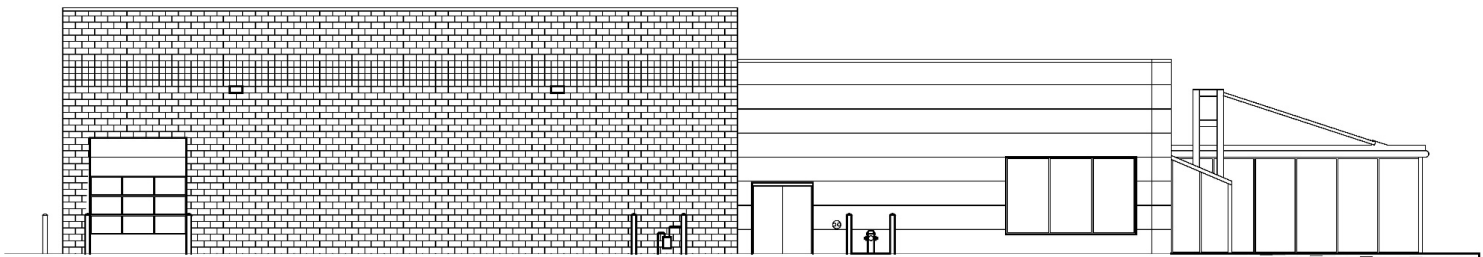
FRONT ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"



REAR ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"



GENESIS OF NORTH AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542



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Issue Date: 6/9/2021
Drawn By:

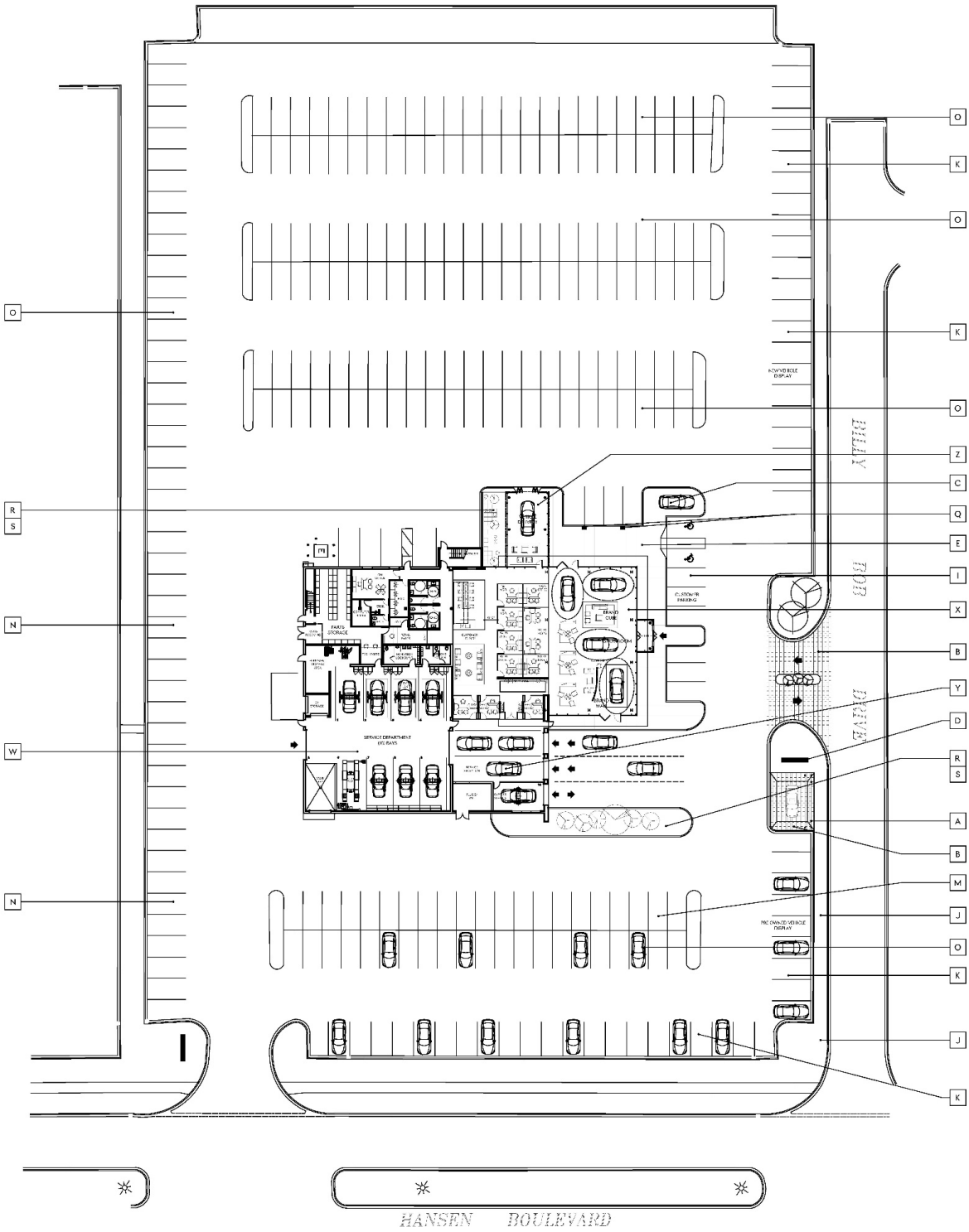
Revisions:
1 5/23/2021 LOUNGE

EXISTING ELEVATIONS DIAGRAM

A-3
Sheet 3 of 8

PROPOSED SITE DIAGRAM

SITE DIAGRAM KEYNOTES	
A	LIGHT BOLLARD
B	SITE MAIN ENTRY PAVERS PV-1
C	FEATURE VEHICLE DISPLAY
D	PYLON SIGN
E	DECORATIVE GRAVEL PAVER PV-2
F	UPLIGHT SCULPTURE LANDSCAPE FEATURE PLANS (UTILIZE PLANTS SPECIFIC TO THE LOCAL CLIMATE)
G	DIRECTIONAL SIGNAGE
H	SITE LIGHTING
I	CUSTOMER PARKING
J	LANDSCAPING
K	NEW VEHICLE DISPLAY
L	SERVICE VEHICLES
M	EMPLOYEE PARKING
N	SERVICE VEHICLE PARKING
O	INVENTORY VEHICLES
P	PRE-OWNED VEHICLE DISPLAY
Q	ELECTRIC VEHICLE CHARGING
R	SCREEN NON-CUSTOMER ACTIVITIES ON SITE WITH LANDSCAPE AND SOLID WALLS AND GATES, PAINT TO MATCH BUILDING
S	SCREEN WALL
T	SERVICE DELIVERY
U	SCREEN TRASH ENCLOSURE WITH SOLID WALLS, PAINT TO MATCH BUILDING
V	SCREEN SITE EQUIPMENT AND TRANSFORMER FROM CUSTOMER VIEW
W	SERVICE BAYS
X	SHOWROOM
Y	SERVICE RECEPTION
Z	NEW VEHICLE DELIVERY



GENESIS
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NORTH
AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542



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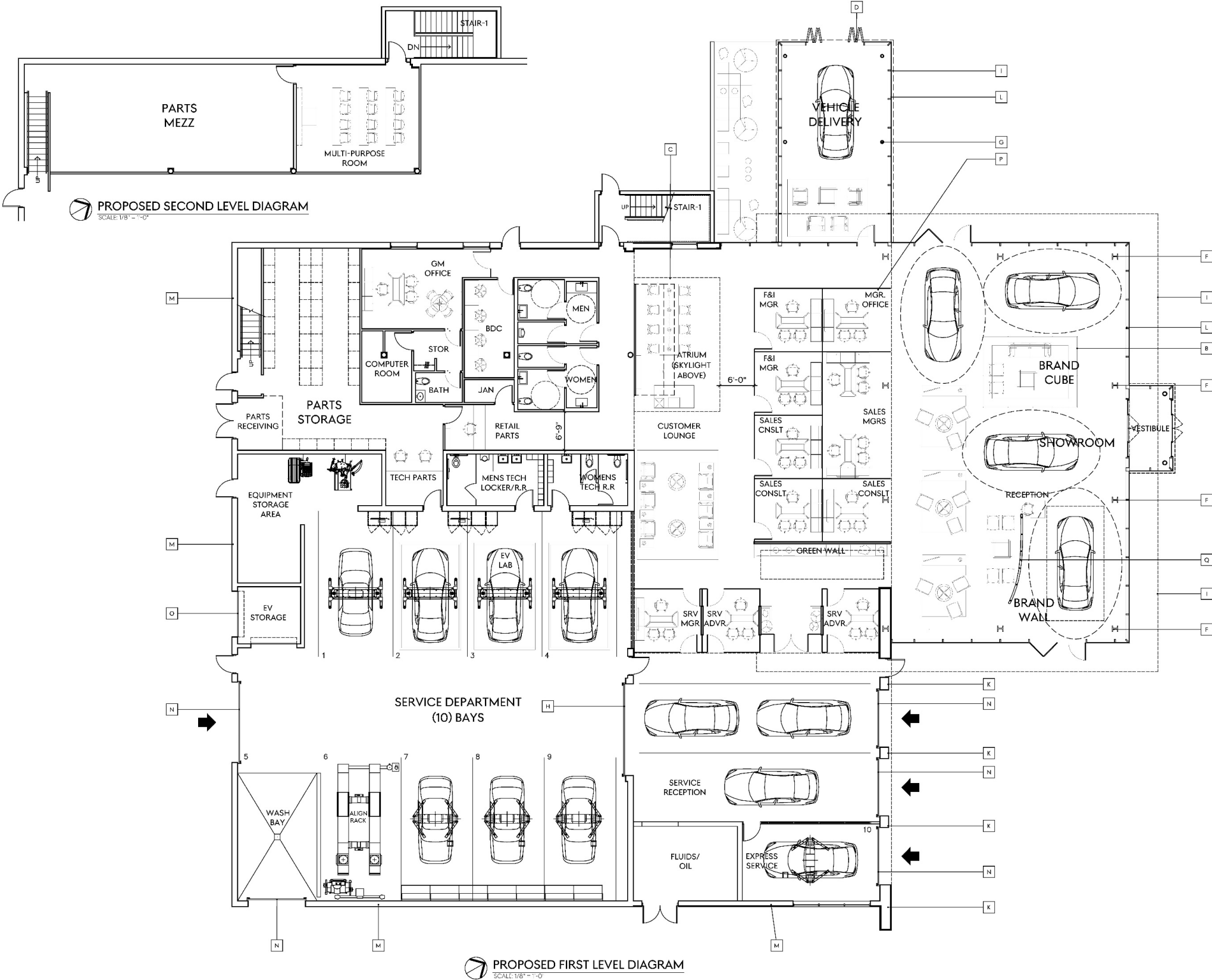
Issue Date: 6/9/2021
Drawn By: [Signature]

Revisions:
1 5/23/2021 LOUNGE

PROPOSED
SITE
DIAGRAM

PROPOSED FLOOR DIAGRAM

FLOOR DIAGRAM KEYNOTES	
A	SHOWCASE VEHICLE W/ SURFACE LIGHT ABOVE
B	BRAND CUBE
C	ATRIUM WITH SKYLIGHT
D	NANAWALL DOOR
E	EV LAB
F	CROSS COLUMN
G	ROUND COLUMN
H	OVERHEAD DOORS
I	FASCIA OVERHANG
J	ACM-1, ALUMINUM COMPOSITE MATERIAL
K	ACM-2, ALUMINUM COMPOSITE MATERIAL
L	EXTERIOR GLAZING, 1" CLEAR INSULATED GLASS
M	PAINTED CMU WALL
N	RYTEC COILING DOOR
O	FIRE-RATED OVERHEAD DOOR
P	INTERIOR GLASS PARTITION
Q	BRAND WALL



GENESIS
OF
NORTH
AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542

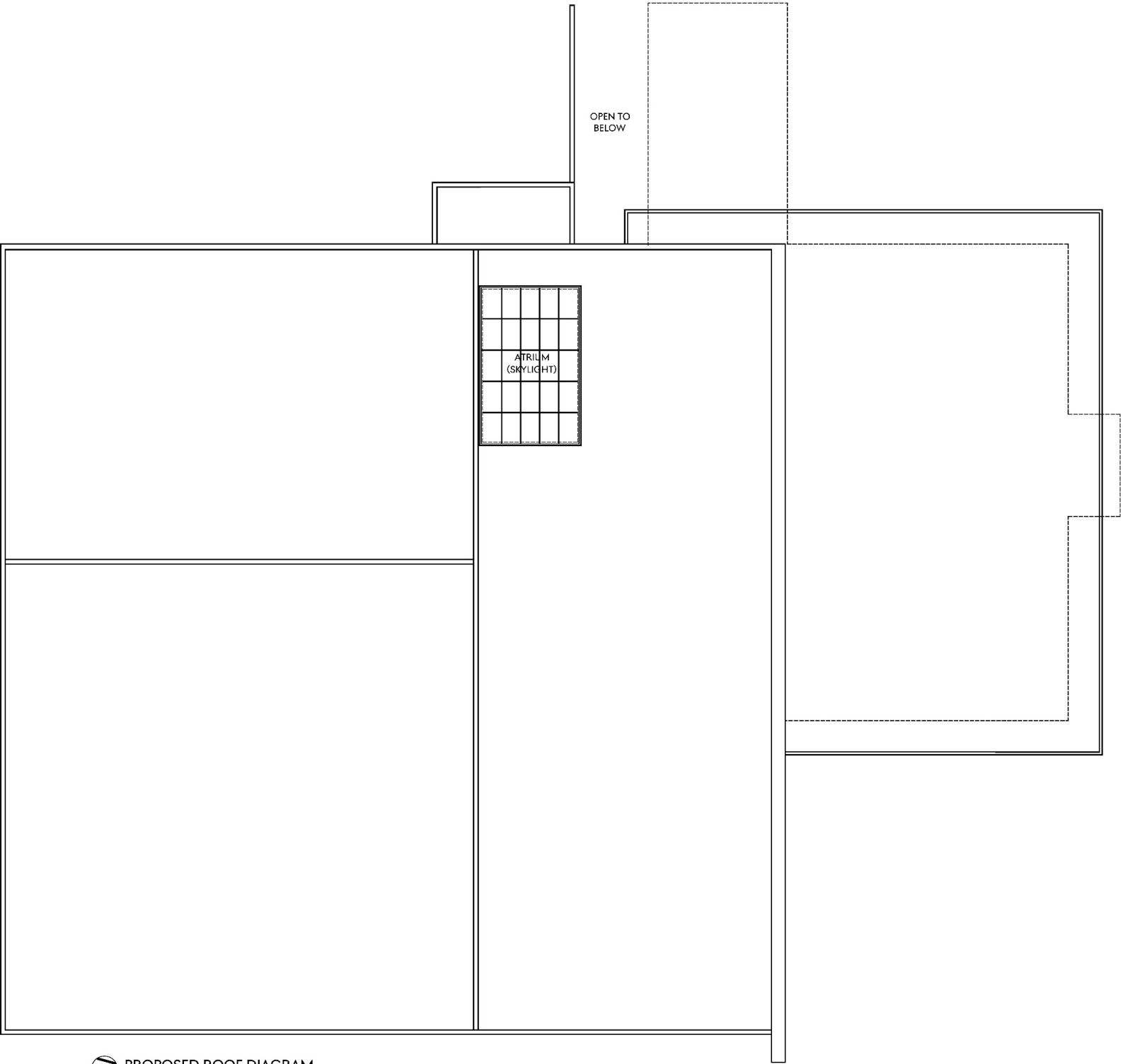


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Issue Date: 6/9/2021
Drawn By:
Revisions:
1 5/23/2021 LOUNGE

PROPOSED
FLOOR
DIAGRAM

PROPOSED ROOF DIAGRAM



PROPOSED ROOF DIAGRAM
SCALE: 1/8" = 1'-0"



GENESIS
OF
NORTH
AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542



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Issue Date: 6/9/2021
Drawn By: [Signature]

Revisions:
1 5/23/2021 LOUNGE

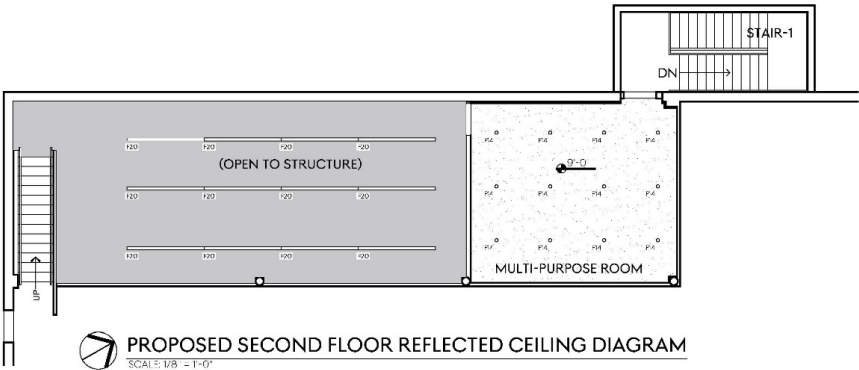
PROPOSED
ROOF DIAGRAM

A-6

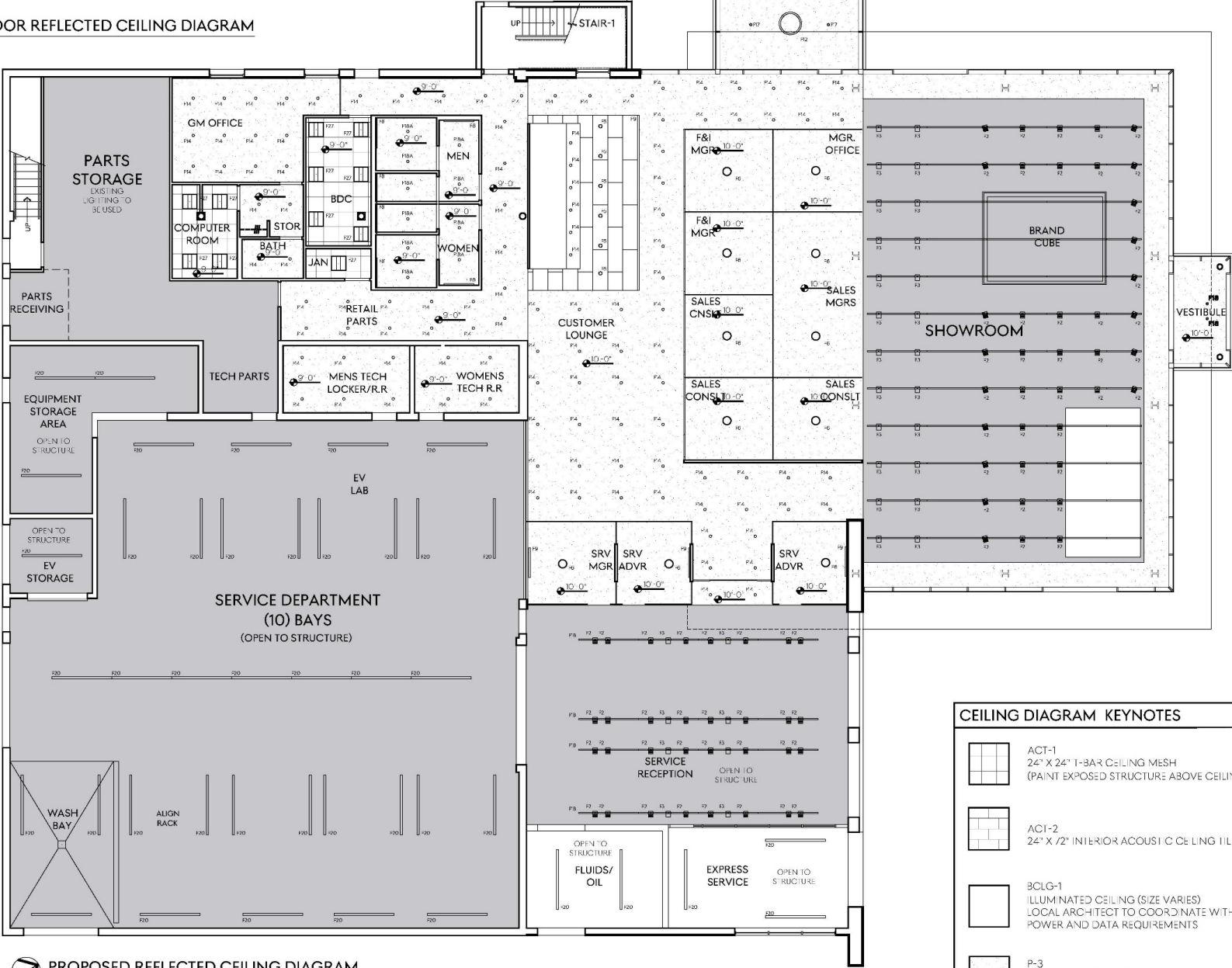
Sheet 6 of 8

PROPOSED REFLECTED CEILING & LIGHTING DIAGRAM

LIGHTING DIAGRAM KEYNOTES	
	CORONET LINEAR UPLIGHTING/TRACK
	CORONET LINEAR UPLIGHTING/TRACK
	CORONET LINEAR TRACK
	JUNO TRACK LIGHT SPOT 15°
	JUNO TRACK LIGHT NARROW FLOOD 24°
	JUNO TRACK LIGHT NARROW FLOOD 41°
	LINDSLEY LED PENDANT
	EUREKA LED PENDANT
	CORONET LINEAR WALL WASH 4000K
	CORONET LINEAR WALL WASH 3000K
	CORONET WALL LINEAR UPLIGHT
	COOLEEDGE BARRISOL #1 LUMINATED CEILING
	COOLEEDGE BARRISOL #2 LUMINATED CEILING
	DELRAY LED PENDANT
	JUNO TRACK LIGHT WW
	USA1 LED DOWNLIGHT 16W 3K
	USA1 LED ADJUSTABLE DOWNLIGHT 16W 4K
	USA1 LED ADJUSTABLE DOWNLIGHT 16W 3K
	USA1 LED DOWNLIGHT 16W 4K
	USA1 LED DOWNLIGHT 9W 4K
	USA1 LED DOWNLIGHT 9W 3K
	JUNO LED DOWNLIGHT 7W 3K
	LITHONIA LINEAR LED
	LITHONIA LINEAR LED
	WAC TREE UP LIGHT - ADJUSTABLE WATTAGE AND BEAM
	TARGETTI LINEAR IN GROUND UP LIGHT
	TARGETTI IN GROUND UP LIGHT
	MODALIGHT LED TAPE LIGHT
	LITHONIA 2X2 RECESS GRID LIGHT FIXTURE



PROPOSED SECOND FLOOR REFLECTED CEILING DIAGRAM
SCALE: 1/8" = 1'-0"



PROPOSED REFLECTED CEILING DIAGRAM
SCALE: 1/8" = 1'-0"

CEILING DIAGRAM KEYNOTES	
	ACT-1 24" X 24" T-BAR CEILING MESH (PAINT EXPOSED STRUCTURE ABOVE CEILING BLACK)
	ACT-2 24" X 72" INTERIOR ACOUSTIC CEILING TILE
	BCLG-1 ILLUMINATED CEILING (SIZE VARIES) LOCAL ARCHITECT TO COORDINATE WITH VENDOR POWER AND DATA REQUIREMENTS
	P-3 GYP. BOARD CEILING TO BE PAINTED (PAINT P-3)
	P-4 OPEN STRUCTURE CEILING TO BE PAINTED WITH P-4



GENESIS
OF
NORTH
AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542



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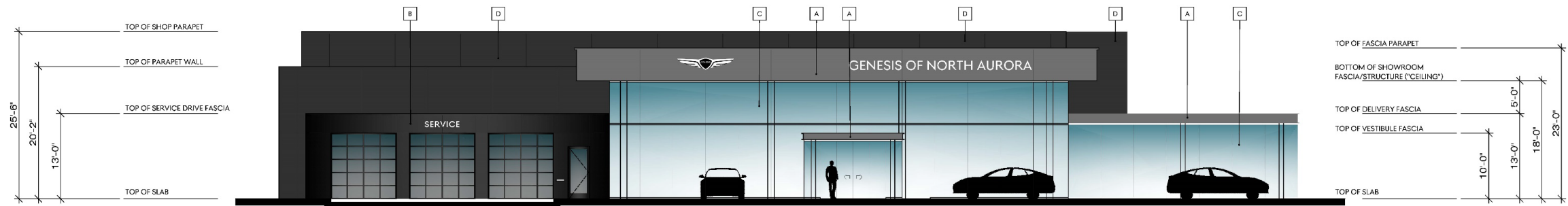
Issue Date: 6/9/2021
Drawn By:

Revisions:	
1.	5/23/2021 LOUNGE

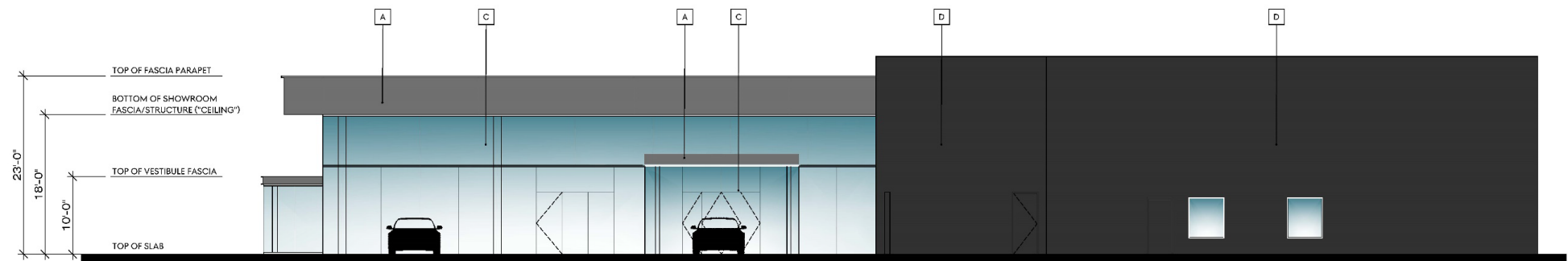
PROPOSED
REFLECTED
CEILING/LIGHTING
DIAGRAM

A-7
Sheet 7 of 8

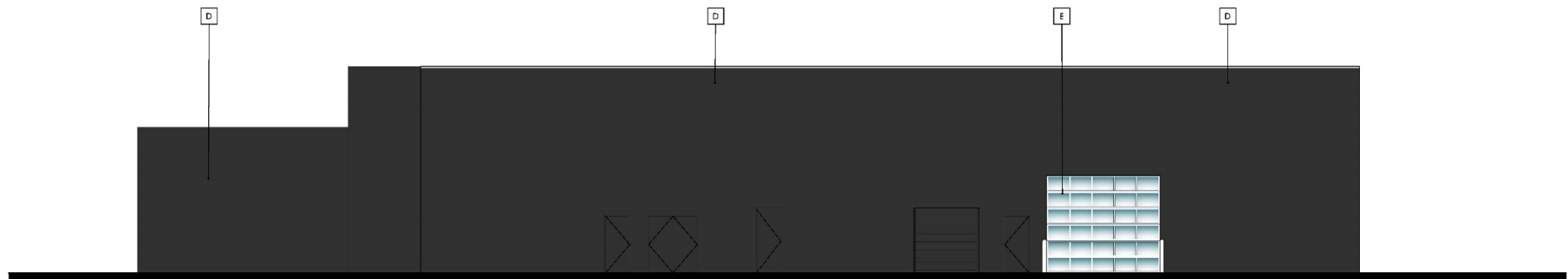
PROPOSED ELEVATION DIAGRAMS



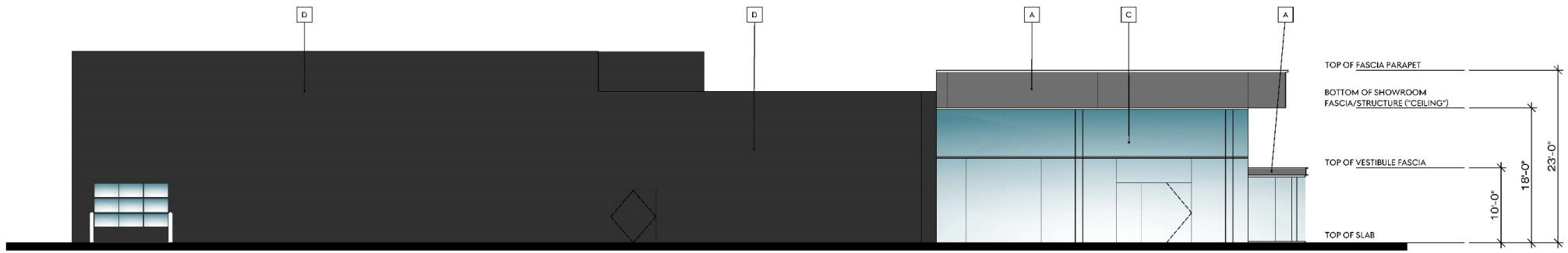
FRONT ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"



REAR ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION DIAGRAM
SCALE: 1/8" = 1'-0"

EXTERIOR VIEW KEYNOTES	
A	ACM-1, ALUMINUM COMPOSITE MATERIAL, BASALT GRAY
B	ACM-2, ALUMINUM COMPOSITE MATERIAL, TRICORN BLACK
C	GL-2, EXTERIOR GLAZING, 1" CLEAR INSULATED GLASS
D	P-1, SHERWIN WILLIAMS, SW7076 CYBERSPACE
E	RYTEC COILING DOOR



GENESIS
OF
NORTH
AURORA

Dealer Code: IL704

204 Hanson Blvd
North Aurora, IL
60542



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Issue Date: 6/9/2021
Drawn By: [Signature]

Revisions:
1 5/23/2021 LOUNGE

PROPOSED
ELEVATION
DIAGRAMS

A-8
Sheet 8 of 8

**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: 204 HANSEN BOULEVARD: GERALD GENESIS INCENTIVE REQUEST
AGENDA: OCTOBER 4, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving an Economic Incentive Agreement for the Gerald Genesis Dealership located at 204 Hansen Boulevard, North Aurora, Illinois

DISCUSSION

Over the past few years, the Gerald Auto Group has been making significant investments in their facilities located in the North Aurora Auto Mall. The Gerald Group owns and operates the Kia, Subaru, Hyundai and Nissan dealerships located on Hansen Boulevard. In 2018, Gerald purchased the former Fox Valley Ford property at 208 Hansen Boulevard and opened Gerald Ford. On September 21, 2020, the Village Board approved an Economic Incentive Agreement for the Gerald Ford Dealership. The Economic Incentive Agreement approved a rebate of \$900,000 to be paid over a 10-year period based upon annual sales over the \$219,500 sales tax base threshold rebated back to Gerald at 85%.

Gerald has conducted sales of the Genesis automobile franchise along with the Hyundai franchise at 209 Hansen Boulevard for several years. Genesis has recently encouraged dealers to create separate facilities for Genesis apart from Hyundai to facilitate establishment of Genesis as a luxury brand. The property located across the street at 204 Hansen Boulevard has been utilized as the Gerald Auto Group's centralized accounting office since 2016. 204 Hansen Boulevard was last used for Motor Vehicle Sales in 2016 when Kia operated on the property. Kia later moved to 201 Hansen Boulevard. Gerald would now like to remodel 204 Hansen Boulevard and move the Genesis franchise to that property to become the first standalone Genesis dealership in the Chicago area.

According to Gerald, the estimated remodeling cost would be approximately \$4,000,000. They anticipate this project will generate approximately \$150,000 of annual incremental retailers' occupation tax revenue to the Village in the first full year of operation and over \$300,000 of annual incremental retailers' occupation tax in six to seven years once fully operational.

Gerald is requesting financial assistance with the Genesis project and requesting a rebate of 50% of the retailers' occupation tax generated by Genesis of North Aurora for up to fifteen years, including a cap of \$2,000,000. According to Gerald, the \$2,000,000 represents approximately half of the estimated remodeling project investment.

The Village Board discussed this item at the August 16, 2021 Committee of the Whole meeting and was supportive of the request. A draft Economic Incentive Request was later presented to the Village Board at the September 20, 2021 Committee of the Whole meeting. The Board was supportive of the draft agreement. No changes were made to the Agreement being presented for final consideration.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT FOR THE
GERALD GENESIS DEALERSHIP LOCATED AT 204 HANSEN BOULEVARD, NORTH
AURORA, ILLINOIS**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2021
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT FOR THE
GERALD GENESIS DEALERSHIP LOCATED AT 204 HANSEN BOULEVARD, NORTH
AURORA, ILLINOIS**

WHEREAS, the owner of the property at 204 Hansen Bld. North, Aurora, IL (the “Property”), Gerald Realty Holdings, LLC, an Illinois limited liability company (hereinafter referred to as the “Owner”) and Gerald Hyundai, Inc. (d/b/a Genesis of North Aurora) an Illinois corporation (hereinafter referred to as the “Dealer”); and

WHEREAS, the Property owned by Owner and to be occupied by Dealer has been significantly underutilized for more than a year, operating only as an accounting support office since 2016, and not generating any sales tax in the Auto Mall; and

WHEREAS, the Owner and Dealer desire to remodel the existing building into a car dealership for the sale of Genesis automobiles (the “Project”); and

WHEREAS, the Owner and Dealer have represented that the costs involved in the Project would make the project not economically feasible without help from the Village and have requested a rebate of a portion of the incremental increase in Sales Taxes to make the project economically feasible; and

WHEREAS, the Project is expected to retain job opportunities and create new job opportunities, serve to further the development of areas adjacent to the Auto Mall and strengthen the commercial sector and enhance the tax base of the Village; and

WHEREAS, the Village has authority pursuant to 65 ILCS 5/8-11-20 (the “Economic Incentive Act”) to enter into economic incentive agreements that provide sales tax rebates in order to encourage the development or redevelopment of land within its corporate limits, providing the Property, Project and Owner and Dealer meet all the criteria of the Economic Incentive Act; and

WHEREAS, the President and Trustees of the Village of North Aurora find as a matter of fact that the Property, Project and Owner and Dealer meet all the criteria, including, but not necessarily limited to, the following:

- A. The project is expected to create or retain job opportunities within the Village;
- B. The project will serve to further the development of adjacent areas;
- C. Without the agreement, the project would not be economically feasible;
- D. The developer meets high standards of creditworthiness and financial strength as defined by the Economic Incentive Act (65 ILCS 5/11-8-20);
- E. The project will strengthen the commercial sector of the Village;
- F. The project will enhance the tax base of the Village; and
- G. The agreement is made in the best interest of the Village.

WHEREAS, the President and Board of Trustees determine that approval of an agreement with the Owner and Dealer for the rebate of a portion of the incremental increase in sales taxes is in the best interests of the village.

VILLAGE OF NORTH AURORA

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings and determinations of the President and the Board of Trustees as if fully stated herein.
2. The Economic Incentive Agreement in the form attached hereto and incorporated herein by reference as Exhibit "A" (the "Economic Incentive Agreement") is hereby approved for the Property, Project and Owner and Dealer;
3. The Village President and Clerk are hereby authorized and directed to sign the Amended Economic Incentive Agreement, and the Village staff are hereby authorized and directed to take all of the actions necessary and appropriate to carry out the terms of the Amended Economic Incentive Agreement from and after the date it is fully executed.
4. This Ordinance shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Carroll	_____	Laura Curtis	_____
Mark Guethle	_____	Michael Lowery	_____
Todd Niedzwiedz	_____	Carolyn Salazar	_____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA

EXHIBIT A

THE ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE VILLAGE OF NORTH AURORA AND
GERALD REALTY HOLDINGS, LLC

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 2021, by and between the **Village of North Aurora**, an Illinois municipal corporation (hereinafter referred to as the "Village") and the owner of the property at 204 Hansen Bld. North, Aurora, IL (the "Property"), Gerald Realty Holdings, LLC, an Illinois limited liability company (hereinafter referred to as the "Owner") and Gerald Hyundai, Inc. (d/b/a Genesis of North Aurora) an Illinois corporation (hereinafter referred to as the "Dealer").

WITNESSETH:

WHEREAS, the Village, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or by ordinance; and

WHEREAS, 65 ILCS 5/8-11-20 (the "Economic Incentive Act") authorizes municipalities to enter into economic incentive agreements that provide sales tax rebates in order to encourage the development or redevelopment of land within their corporate limits; and

WHEREAS, the Property owned by Owner and to be occupied by Dealer has been significantly underutilized for more than a year, operating only as an accounting support office since 2016, and not generating any sales tax in the Auto Mall; and

WHEREAS, the Owner and Dealer desire to remodel the existing building into a car dealership for the sale of Genesis automobiles (the "Project"); and

WHEREAS, the Owner and Dealer represent and warrant that the costs involved in the Project would make the project not economically feasible without help from the Village in the form of the requested rebate of a portion of the Sales Taxes (as hereinafter defined) that are projected to be generated by the revenue generated by the Project for a certain period of time, pursuant to the terms of this Agreement; and

WHEREAS, the Project is expected to create 24 new full time jobs in the short term with additional jobs expected to be created over time; and

WHEREAS, the Project will strengthen the commercial sector and enhance the tax base of the Village; and

WHEREAS, without this Agreement, the Project would not be economically feasible; and

WHEREAS, the Owner and Dealer meet high standards of creditworthiness and financial strength, including evidence of equity financing for more than ten percent (10%) of the project costs; and

WHEREAS, the President and Board of Directors of the Village of North Aurora have determined that entering into this Agreement is in the best interest of the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, the Village, the Owner and the Dealer agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference as substantive provisions of this Agreement.

Section 2. Conditions precedent. All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions on or before the Commencement Date (as hereinafter defined):

A. Approvals. The Owner shall obtain all necessary Village approvals regarding the Project.

B. Code Compliance. The Owner shall be in full compliance with all applicable codes, ordinances, rules and regulations of the Village relating to the development of the Project, including, but not limited to, the Village's Zoning Ordinance, unless the Village has granted exceptions to said codes, ordinances, rules or regulations.

C. Other Compliance. The Owner shall comply with all the terms and conditions in this Agreement, which are conditions precedent to the Village's obligation to disburse any Sales Tax revenues to the Owner.

Section 3. Sales Tax Distribution.

A. Definitions. For purposes of this Agreement, capitalized terms not otherwise defined herein shall have the following meanings:

"Commencement Date" means the 1st day of the month following issuance of the Certificate of Occupancy by the Village in connection with the Project.

"Department" means the Illinois Department of Revenue.

"Sales Taxes" means the municipal portion of any and all of those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act, each as supplemented and amended from time to time, or any substitute taxes therefor as provided by the State of Illinois in the future (commonly referred to as the Village's Municipal 1%).

"Sales Tax Participation Period" means a period of fifteen (15) years beginning on the Commencement Date.

"Sales Tax Year(s)" means the twelve (12) consecutive month period starting on the Commencement Date and ending twelve (12) months later, and each consecutive succeeding 12-month period thereafter.

B. Determination of Annual Incentive. Provided the Owner shall materially comply with and continue to be in material compliance with the provisions of this Agreement, subject to the expiration of any cure period as provided in Section 17 hereof, the Village shall distribute fifty percent (50%) of the Sales Taxes generated by taxable sales activity of the Property for each of the Sales Tax Years during the Sales Tax Participation Period to the Owner, subject to the

terms and conditions of this Agreement, including, but not limited to, the limitations in Subsection D below.

The Village shall distribute the rebates as provided above only to the extent that Sales Taxes are actually received by the Village from the Department (the "Sales Tax Distributions"), and the Sales Tax Distributions shall not be subject to any minimum guaranty or maximum limitation.

C. Quarterly Payments. For each Sales Tax Year during the Sales Tax Participation Period in which Sales Taxes are received by the Village, the Village Shall make four (4) quarterly Sales Tax Distributions, for an aggregate total of sixty (60) possible Sales Tax Distributions over the life of this Agreement. The Village shall compute the Sales Taxes for each quarterly period and make the Sales Tax Distribution in accordance with the formula set forth above in Section 3(B). The Village shall make the quarterly Sales Tax Distributions when Sales Taxes are received by the Village, based on the computation of the Sales Taxes received for each preceding quarterly period during the Sales Tax Participation Period after the Village has received the necessary information from the State.

D. Limitations. The Sales Tax Distributions set forth herein shall be subject to the following additional terms and conditions:

1. Such Sales Tax Distributions shall be payable solely from Sales Taxes received by the Village from the Department and originating from the taxable sales activities on the Property, and the Village shall not be obligated to pay any Sales Tax Distributions identified herein from any other fund or source.

2. The Village shall not be required to make any Sales Tax Distributions from any Sales Taxes generated after expiration of the Sales Tax Participation Period. The foregoing, however, shall not relieve the Village from making Sales Tax Distributions from Sales Taxes paid after expiration of the Sales Tax Participation Period, subject to the limitations of this Section, to the extent that such Sales Taxes were generated during the Sales Tax Participation Period.

3. Sales tax distributions are limited under this Agreement to fifty percent (50%) of the Sales Taxes generated by taxable sales activities of the Property for each of the Sales Tax Years during the Sales Tax Participation Period to the Owner capped at total payments not to exceed, in the aggregate, Two Million Dollars (\$2,000,000.00) (the "Incentive Cap"). The Owner and Dealer acknowledge that the Incentive Cap is not guaranteed if the Sales Tax Participation Period ends before the Incentive Cap is reach, and the sales tax distributions will cease if the Incentive Cap is reached before the end of the Sales Tax Participation Period.

4. The Village does not warrant or guarantee that the payments will reach the Incentive Cap by the end of the Sales Tax Participation Period. The Owner and Dealer acknowledge that the sales tax distributions will cease at the end of the Sales Tax

Participation Period even if the total sales tax distributions have not reached the Incentive Cap.

E. Change in Law. The Parties acknowledge that the agreement to distribute Sales Taxes as herein provided is predicated on existing law in the State of Illinois providing for the payment to Illinois municipalities of one percent (1%) of the Sales taxes generated within each such municipality. The General Assembly of the State of Illinois, from time to time, has considered modifying or eliminating the distribution of Sales Tax Revenues to Illinois municipalities. The parties desire to make express provision for the effect of such change on the operation of this Section 3. Accordingly, the parties agree as follows:

1. The Village shall not, under any circumstances, be required to impose a municipal sales tax or other tax for the purpose of providing an alternate source of funds for the Sales Tax Distributions herein contemplated.

2. If the Illinois General Assembly hereafter eliminates the distribution of sales tax revenues to Illinois municipalities, then the Village shall have no obligation to make Sales Tax Distributions to the Owner based on the taxable sales activities generated by the Project, except to the extent provided otherwise in Subparagraph 4 of this Section 3 subsection E. However, in the event the Village can ascertain with specificity the amount of Sales Taxes being received by the Village as a direct result of the taxable sales activities generated by the Project from the Owner's or Dealer's records (certified copies of which the Owner or Dealer shall prove to the Village), the Village shall make the Sales Tax Distributions.

3. If the Illinois General Assembly hereafter and during the Sales Tax Participation Period reduces the percentage of sales tax revenues distributed to Illinois municipalities, Sales Tax Distributions provided for herein shall continue but solely to the extent the Sales Taxes generated from taxable sales activities of the Property exceed the Base Annual Sales Tax, with such distribution continuing to be made in accordance with the distribution formula contained in this Section 3.

4. If the Illinois General Assembly hereafter and during the Sales Tax Participation Period eliminates or reduces the formula for the distribution of sales tax revenues, as contemplated in Subparagraphs 2 or 3 hereof, and (a) if the Village, during any such period of elimination or reduction occurring within the Sales Tax Participation Period, if authorized by law, imposes a municipal sales tax on retail sales activities occurring within the Village's boundaries, or (b) if the Illinois General Assembly imposes a state service tax or authorizes a local service tax, that can be rebated as authorized by law, and Village obtains a percentage of service tax revenues through the State or imposes and collects a local service tax that can be rebated, then the sales tax revenues or service tax revenues generated thereby, in excess of the Base Annual Sales Tax from retail sales activities or service activities of the Property, shall be distributed in accordance with the distribution formula contained in this Section 3.

F. Required Information. The Village shall provide such authorization and/or take such additional actions as may reasonably be required to obtain necessary information from the Department to enable the Village to determine the amount of Sales Taxes generated by all taxable sales activities of the Property during any portion of the Sales Tax Participation Period. The Owner and/or Dealer shall take all reasonable actions necessary to provide the Department with any and all documentation, to the extent reasonably available, that may be required by the Department and shall provide the Village with a power of attorney letter addressed to, and in a form satisfactory to, the Department authorizing the Department to release all general gross revenue and sales tax information to the Village which letter shall authorize disclosing such information to the Village during the Sales Tax Participation Period. If the Department refuses or otherwise fails to make the necessary sales tax information available to the Village, then the Owner and/or Dealer shall furnish to the Village copies of the ST-1 and ST-2 and 556 monthly statements filed with the Department, certified by the Owner, showing the amount of Sales Taxes paid during such month by the Owner and/or Dealer, and to the extent permitted by tenant leases, the same information for all tenants of the Property, together with evidence of the payment of such revenues, and the Village agrees to rely on such certified monthly statements and evidence of payment in calculating the amount of Sales Tax Distributions available for disbursement to the Owner and/or Dealer hereunder. If the Department stops using either the ST-1 or ST-2 monthly statement forms for the reporting of gross sales receipts and the determination of gross sales tax obligations, then the Owner and/or Dealer shall furnish the Village, and the Village, in fulfilling its obligations under this Section 3, shall rely on such equivalent or replacement forms as the Department may then employ for determining and receiving such information, provided the Village receives certified copies of such equivalent or replacement forms and evidence of payment of the sums referred to in such forms.

G. Confidentiality. The Village, to the fullest extent permitted by law, shall treat information received by it pursuant to this Section 3 as confidential proprietary business information under the Illinois Freedom of Information Act, and, to the extent the Village is required to disclose such information, it shall limit such disclosure, to the extent possible, to the release of general “gross” revenue and sales tax information so that the proprietary information of individual businesses, lessees, and purchases is protected and kept confidential, including, but not limited to, the identity of the Owner and the specifics of the Owner’s tax returns. Owner acknowledges that some aggregate information may be disclosed through the Village’s obligation to disclose payments made under this Agreement through payment of bills, annual Treasurer’s Report or other similar reporting the Village is required to do.

H. Budgeting. The Village shall provide for payments required under this Section 3 in its annual budget ordinances for the fiscal year in which such payment may be due.

I. No Guaranty. The Village has made its findings that the incentive is warranted under the terms of the Economic Incentive Act, but the Village makes no guaranty thereto. If this Economic Incentive Agreement is adjudicated and found to be invalid, and the payment of the Sales Tax Distributions are not, therefore allowed, the Village shall have no further liability to the Owner to make such Sales Tax Distributions from and after the date of such adjudication.

Section 4. Notices. All Notices and requests required pursuant to this Agreement shall be sent by personal deliver, overnight courier, or certified mail as follows:

To the Owner: Gerald Realty Holdings, LLC
c/o John Dvorak, CFO
204 Hansen Boulevard
North Aurora, IL 60542
jdvorak@geraldauto.com

With a copy to: Vince Rosanova
Rosanova & Whitaker LTD
127 Aurora Avenue
Naperville, IL 60540
vince@rw-attorneys.com

To the Village: Village of North Aurora
c/o The Village Administrator
25 East State Street
North Aurora, Illinois 60542
Sbosco@northaurora.org

With a copy to: Kevin Drendel
Drendel & Jansons Law Group
111 Flinn Street
Batavia, Illinois 60510
kgd@batavialaw.com

Or at such addresses as the parties may indicate in writing to the other by personal delivery, facsimile or email transmission, overnight courier, or certified or registered mail, return receipt requested, with proof of deliver thereof. Notices shall be deemed delivered to the address set forth above (a) when delivered in person on the business day it is delivered or the next business day if not delivered on a business day, (b) when delivered by facsimile or email with proof of delivery, on the business day it is delivered or the next business day if not delivered on a business day, (c) on the same business day received if delivered by overnight courier, or (d) on the third business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.

Business days shall be the days that the Village of North Aurora is open according to its published schedule.

Section 5. Governing Law. This Agreement shall be construed and enforce in accordance with the laws of the State of Illinois.

Section 6. Successors and Assigns; Assignment. All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of all of the successors and assigns of the parties hereto. This Agreement shall be considered to run with the land, the incentive provided in this Agreement shall only inure to the benefit of the title owner(s) and/or dealer(s) in possession of the Property. The right to receive the incentive shall cease as to any entity that no longer has

title to the Property or which no longer is in lawful possession of the Property. No assignment shall be valid or effective unless or until written notice is given to the Village of the proposed assignment and written consent by the Village, which consent shall not unreasonably be denied for an assignment to any entity or entities in title to the Property and/or any entities in lawful possession of the Property that are operating as an automobile dealer, providing that they have acknowledged and agreed to the terms and conditions of this Agreement in writing.

Section 7. Third-Party Beneficiaries. The Village and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party shall have any rights or claims against the Village arising from this Agreement.

Section 8. Time is of the essence. Time is of the essence under this Agreement, and all the time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

Section 9. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the Village created by or arising out of this Agreement shall not be general debt of the Village on or a charge against its general credit or taxing powers but shall be payable solely out of the Sales Tax revenues as set forth in Section 3. No recourse shall be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future of the Village.

Section 10. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which shall continue to full force and effect.

Section 11. Village Approval or Direction. When Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the President and Board of Trustees of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

Section 12. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

Section 13. Authority to Execute. The Owner hereby represents and warrants that it has the requisite authority to enter into this Agreement and that the individual signing this Agreement on behalf of the Owner is duly authorized agent of the Owner and is authorized to sign this Agreement. The President and Village Clerk of the Village hereby warrant that they have been lawfully authorized by the President and Board of Trustees of the Village to execute this Agreement.

Section 14. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understanding between the Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the

parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice consent of the Village or the Owner is required, or the Village or the Owner is required to agree or to make some action at the request of the other, such approval or such consent or such request shall be given for the Village, unless otherwise provided herein, by the President or his designee and for the Owner by any officer or employee as the Owner so authorizes.

Section 15. Acknowledgement. The Owner and Dealer acknowledge and understand that the incentive is based on the generation of sales taxes from retail sales on the Property and is dependent upon the Owner and Dealer or other third party lessee cooperating together to provide the authorization, if necessary, for the Village to obtain the sales tax information. The Owner and Dealer hereby agree to provide whatever authorization may be necessary at any time during the Sales Tax Participation Period to release the sales tax information to the Village. If the Owner leases or Dealer subleases the property to any third-party dealer, they shall be solely responsible for obtaining that third-party dealer's consent and authorization. The Village shall have no responsibility or obligation to obtain such consent and authorization from the Dealer or any other third-party dealer. The Dealer shall not be bound by the terms of this Agreement except to the extent that the Dealer hereby agrees to consent to the release of sales tax information and to sign any required authorization form, and any understanding or agreements beyond the terms of this Agreement shall remain purely between the Owner and the Dealer.

Section 16. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

Section 17. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation shall serve written notice on the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default; provided, however, that said 30-day period shall be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure or the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

Section 18. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provisions shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein.

Section 19. Term. Once the Village has made all of the Sales Tax Distributions as required hereunder or the Sales Tax Participation Period ends and the final distribution is made, this Agreement shall become null and void and be of no further force or effect. The parties agree that there is no minimum guaranty or maximum amount for the distributions to be made, but the distributions shall depend solely upon the sales taxes generated on the Property and the Sales Taxes received by the Village as its municipal share of the sales taxes paid to the State.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

VILLAGE OF NORTH AURORA,
an Illinois municipal corporation.

By: _____
President, Mark Gaffino

Attest: _____
Village Clerk, Jessica Watkins

OWNER:
Gerald Realty Holdings, LLC, an Illinois limited
liability company

By: Gerald Management Company, LLC,
an Illinois limited liability company

Its: Manager

By: _____

Name: Neil D. Gerald

Title: Manager

Date: _____, 2021

DEALER (as to Section 15 only):
Gerald Hyundai, Inc., an Illinois corporation
d/b/a Genesis of North Aurora

By: _____

Name: J. Douglas Gerald

Title: President



Memorandum

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: September 21, 2021
Re: Engineering Agreement with Benesch for Bridge Inspections

During the course of progressing through Phase I design of the Orchard Gateway Project, it was found that the existing four cell box culverts that Orchard Gateway passes over are large enough in size that they are classified as a “bridge” per the Federal Highway Administration (FHWA). This requires the Village to follow the National Bridge Inspection Standards (NBIS) and reporting to the Illinois Department of Transportation (IDOT) on the condition of the bridge (culvert).

As a part of the Phase I design, IDOT is requiring the Village to provide a Bridge Condition Report for this culvert. As this is the first inspection and report, more thorough data collection and reporting is required. It is expected that moving forward after the initial inspection and reporting that the bridge will be on a two to four year cycle for inspections, which is to be determined by IDOT based on the condition of the culvert, and will be lesser in scope.

From reviewing Village records and site visits, it appears the Orchard Gateway culvert is the only bridge that is under the Village’s jurisdiction that requires inspections per NBIS. However, as a part of the contract staff has included the pedestrian bridge on the north side of Oak Street (between Randall Rd. and White Oak Dr.) to be inspected.

Village staff prepared a Request for Qualifications (RFQ) for bridge inspection services. Sixteen firms downloaded the RFQ and Statement of Qualifications (SOQ) were received from four firms. Staff reviewed and scored the SOQs and Benesch was the most qualified firm.

The scope of work involved includes: inspections of both bridges with the Orchard Gateway culvert following NBIS and IDOT requirements, completing all forms and coordination with IDOT, determining a load rating for the bridge, providing bridge inspection and condition reports, and providing a bridge preventative maintenance plan.

Staff reviewed the man hours and fee for the work and found it to be satisfactory based on the scope necessary to meet the IDOT requirements for the inspection and reporting.

The total cost to perform this scope of work is a not to exceed cost of \$27,656. This cost was unplanned but necessary to keep the Orchard Gateway Phase I engineering moving forward. There are sufficient funds in the Capital Fund to cover this cost. It is the staff recommendation to award the engineering agreement to Benesch in the amount of \$27,656.

Village of North Aurora, Illinois

Engineering Services **For Bridge Inspections**

Engineering Services Agreement **With Exhibits**

Prepared by
Alfred Benesch & Company
September 2021





Alfred Benesch & Company
1230 East Diehl Road, Suite 109
Naperville, IL 60563
www.benesch.com
P 630-577-9100
F 630-577-9199

September 15, 2021
September 20, 2021 Revised

Mr. Brandon Tonarelli, PE, CFM
Village Engineer
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

Subject: Engineering Services for Bridge Inspections

Dear Mr. Tonarelli:

Alfred Benesch & Company (Benesch) is pleased to submit this proposal to provide NBIS Bridge Inspection as Agency Program Manager for the Village of North Aurora (Village), Illinois. Attached you will find the Scope of Work and Schedule (Exhibit A) as well as our Fee Estimate (Exhibit B) required to successfully complete the project. Your authorization to proceed with these services constitutes an acceptance of the Standard Terms and Conditions for Professional Services (Exhibit C) which are incorporated and made a part of this agreement.

We understand that the Village is requesting inspection and load rating services for two Village bridges. The inspections will be performed in accordance with the National Bridge Inspection Standards (NBIS), Structure Information and Procedure Manual (IDOT), Manual of Bridge Evaluation (AASHTO) and as further detailed in Exhibit A.

Benesch can perform the scope outlined in this agreement for the not-to-exceed amount of \$27,656. This includes in-house direct costs, inspection equipment and vehicle usage. Outside direct costs would be billed separately at actual cost and are not anticipated for this project. Additional services or modifications to the agreement, including associated costs, shall be in writing and signed by both parties prior to beginning the work.

If this scope, schedule, fee, and conditions are acceptable to the Village, please sign and return one copy for our records. We thank you for the opportunity to work with the Village on this assignment. If you have any questions or we can be of further assistance, please do not hesitate to call.

Very truly yours,

Andrew Keaschall, PE, SE, VMA
Senior Vice President

AJK:mrh

Exhibit A: Scope of Work and Schedule

Exhibit B: Fee Estimate

Exhibit C: Standard Terms and Conditions for Professional Service

Village of North Aurora

By

Title

Date

EXHIBIT A

Scope of Work and Schedule

EXHIBIT A - SCOPE OF WORK AND SCHEUDLE

PROJECT APPROACH

PROJECT UNDERSTANDING

Based on our review of the SOQ as well as the follow-up Questions & Answers, we understand the Village of North Aurora (Village) maintains at least two bridges:

1. Orchard Gateway Blvd over East Run Blackberry Creek (Culvert) constructed in 2005/2006. It is a four-cell precast concrete culvert and 2077 feet in length.
2. Pedestrian Walkway over East Run Blackberry Creek (PWW) constructed in 2009. It is a single span prefabricated weathering steel truss structure approximately 100 feet in length.

The Village is seeking initial in-depth inspection and capacity load rating of **both bridges**. The culvert also requires a Bridge Condition Report (BCR) as a part of a Phase I study that is currently underway for a roadway project. Since the Culvert carries vehicular traffic and meets the FHWA definition of a bridge (over 20 feet in opening), NBIS requirements apply to this structure and it requires a Structure Number (SN) to be added to the Illinois Structure Information System (ISIS). NBIS requirements don't apply to the PWW.

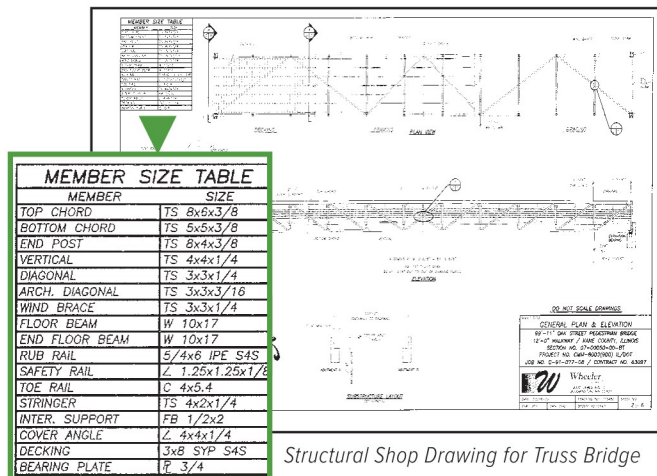
We also understand that only the Culvert requires channel cross-sections per IDOT guidelines. Neither bridge requires Fracture Critical, Element Level or Underwater Inspections. This project is expected to be funded with Motor Fuel Tax (MFT) funds.

Our bridge inspection team is prepared to execute a thorough and efficient inspection program that meets the Village's and IDOT's standards for quality and completeness.

PROJECT HIGHLIGHTS

- Due to the expedited schedule of this project, Benesch will request the Culvert SN from IDOT and perform the initial inspections of both bridges soon after obtaining notice to proceed from the Village.
- Immediately after each bridge inspection, Benesch will submit a summary of any serious findings to the Village.
- Structural plans of the Culvert **and PWW** are not currently available to assist in the load ratings. This will require the inspection team to take all measurements and

investigations in the field. *Benesch reached out to Wheeler, the PWW fabricator, and was successfully able to obtain the structural shop drawing for the truss bridge which was missing from the SOQ. **This will aid in the load rating and reduce the time our inspection team must spend in the field.***

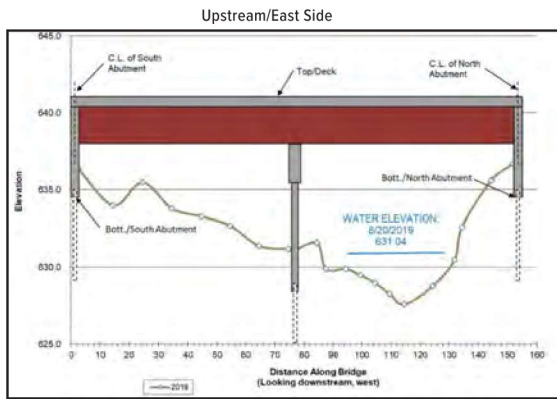


- During report preparation, we will efficiently review, update, and mark-up bridge inventory data required on IDOT's inspection and inventory forms.
- The BCR for the culvert will be per IDOT's Bridge Condition Report Procedures & Practices Manual. Besides inspection, some supplemental testing may be required to test for chloride content, asbestos, etc.
- For the duration of the contract, Benesch will serve as the Agency Program Manager (APM) and address any **additional program needs. This includes any bridge emergencies** and providing the Village with background information on NBIS and IDOT requirements on an as needed basis.

NEW INSPECTION REQUIREMENT

Channel cross-sections are required for the culvert per NBIS and IDOT's Subscription Service Announcement 20190717. Benesch has developed channel cross-sections for various bridge types on several inspection contracts. We have developed an in-house spreadsheet to efficiently translate field data into an easily interpreted figure to be effectively summarized in the bridge inspection report.

NOTE: Services highlighted in yellow can be provided on an as-needed basis. The scope for these services is unknown at this time and not included in this contract but can be provided upon request at an additional cost.



Upstream/East Side Channel Cross Section

NBIS PROGRAM MANAGEMENT

In addition to inspection services, Benesch will serve as your Program Manager for the duration of this contract and will be led by Mark Bendok, PE, SE. As Program Manager, Benesch will:

1. Be available 24/7 for any bridge emergencies.
2. Update the required IDOT Inspection Date Notification (IDN) site after each inspection.
3. Assist the Village with IDOT NBIS related requests throughout the duration of the project.
4. Work with the Village to obtain from IDOT the structure number for the Orchard Gateway Blvd. Culvert.
5. Work with the Village to identify any other bridges/small structures that may need to be included in the Village's bridge inspection program.
6. Assist with any available federal and state bridge funding opportunities.

ANTICIPATED SUBMITTALS: At a minimum, the following inspection documents will be submitted to IDOT and the Village:

1. **Before Performing Bridge Inspections:**
 - Request Structure Number (SN) for the Culvert from IDOT
 - Complete and submit IDOT's Bridge File Checklist (BFC) for the culvert
2. **After Culvert Inspection:**
 - Routine Inspection Report (BBS-RIR)
 - Channel Cross-Section graphs
 - Inventory Turnaround Report (S-105) mark-up
 - Key Route Turnaround Report (S-111) mark-up
 - Inspector's Inventory Report (S-114) mark-up
3. **If required based on culvert condition:**
 - Scour Critical Evaluation Coding Report (BBS SCE)
 - Scour Critical Bridge Plan of Action (BBS 2680)
 - Initial Critical Finding Report (BBS CF1)
 - Follow-up Critical Finding Report (BBS CF2)
4. **Structural Load Rating Summary (SLRS) form (BBS 2795)**
5. **After each bridge inspection:**
 - Benesch will submit to the Village an inspection report for each of the bridges inspected including load rating results (for the Culvert only).

Note 1: Underwater, Element Level and Fracture Critical Inspections are not required for these bridges.

Note 2: Since the pedestrian walkway bridge is not an NBI bridge, forms are not required to be submitted to IDOT.

LOAD CAPACITY RATINGS: Per the SOQ, bridge load capacity will be performed on both bridges. Load capacity rating is typically required when 1) never performed before; 2) the bridge design load is unknown; or 3) when the condition appraisal rating of certain bridge elements fall at or below the following thresholds as outlined in the IDOT Illinois Information & Procedures Manual:

- Deck (Item 58) has a condition rating of "3" (Serious) or less; or
- Superstructure (Item 59) has a condition rating of "4" (Poor) or less; or
- Substructure (Item 60) has a condition rating of "4" (Poor) or less

Benesch has performed hundreds of initial and condition-based bridge load ratings per the IDOT Structural Services Manual – Chapter 4 "Load Rating", and submitted the required Structural Load Rating Summary (SLRS) form (BBS 2795) to IDOT to be entered into the IDOT database (SIMS).

QUALITY CONTROL: When it comes to quality, a proactive approach before, during and after each inspection will be fundamental to the success of your program. Our experienced and qualified team will minimize issues and streamline the entire process by implementing our established Quality Control and Assurance Plan specifically designed for bridge inspection. This experience will result in clear, accurate and consistent planning, recording and reporting. At Benesch, we follow the following quality control measures during the life of a bridge inspection cycle:

Before

- Inspection plan review
- Right-of-Entry permit reviews

During

- Inspection Field Checklist

After

- Serious Findings memo
- Forms and report review
- Repair recommendations
- Cost estimates

NOTE: Services highlighted in yellow can be provided on an as-needed basis. The scope for these services is unknown at this time and not included in this contract but can be provided upon request at an additional cost.

BRIDGE INSPECTION SCHEDULE: Benesch can begin planning for the inspections of the two bridges immediately upon notice to proceed and make sure each is inspected soon after. IDOT has a new policy to submit inspection forms within 60 days (was 90 days) from the inspection start date. Benesch has already adjusted our internal procedures for all our current clients to submit these forms to IDOT per this new accelerated submittal timeline. We will have no issue meeting IDOT's 60-day deadline for inspection forms. The inspection forms and narrative report for each bridge will be submitted to the Village upon IDOT's approval of the forms.

Task	<u>Pre-Inspection</u>			<u>During Inspection</u>			<u>Post Inspection</u>				
	Oct 2021			Nov 2021			Dec 2021		Jan 2022		
Contract Approval / NTP (Anticipated)											
Review Existing Plans and Any Available Documentation											
Field Inspection of Two Bridges											
Inspection Forms, Load Rating and Reports, QA/QC and Submittal											
Address Village and IDOT Comments											
Program Manager Services (24/7)											

Upon completion of the bridge inspection and reporting, Benesch will work with the Village to develop a separate schedule for the load rating.

ROBUST REPORTING: Benesch has developed a detailed inspection report that all our local municipal clients have expressed appreciation for due to its thoroughness. Reports typically include the following sections:

- **Executive Summary**
- Structure Description and Repair History
- Summary of Key Bridge Inventory Information
- Recent Condition Rating History
- Inspection Type, Method and Equipment Used
- Field Observation
- Prioritized Recommendations with Planning Level Cost Estimates
- Location Map and Exhibits
- Colored Photos with Captions
- IDOT Inspection Forms

We can tailor the inspection report outline to match the Village's needs. As requested, see the attached sample inspection report at the end of the proposal.

POTENTIAL PROGRAM SUGGESTIONS:

Bridge File: Benesch can work with the Village to maintain the Bridge File for each bridge and make it entirely electronic as we have done for numerous other local agencies.

Managing Your Data: The large amount of data we capture on inspections - from photos to field notes, forms, reports and plans - won't mean anything if we can't share it efficiently. We utilize a project-specific FTP site to facilitate the exchange of data and information between our team and you. We tailor this site to fit your needs exactly, no matter the size of your inventory. Currently, we're managing a custom FTP site for over 400 bridges under the City of Chicago DOT's bridge inspection program.

Drone Footage: Benesch has the capability of performing drone inspection on structures, including hard to access bridge elements. This could include thermal scans of bridge decks.

NOTE: Services highlighted in yellow can be provided on an as-needed basis. The scope for these services is unknown at this time and not included in this contract but can be provided upon request at an additional cost.

Bridge Preventative Maintenance Plan: Recently, the FHWA, IDOT and owners have put more focus and resources towards bridge preventative maintenance. Preventative maintenance tasks or strategies are meant to prevent, delay or reduce deterioration of bridge elements in order to keep bridges in good to fair conditions. These tasks are not the same as routine maintenance, which is work done for short-term

operational need and has minimal or no preservation value. Benesch has successfully created 15-year Preventative Maintenance Plans for other agency's inventories. Having a long-term plan not only helps maintain the Village's infrastructure assets, but also helps provide budgetary guidance. **See Section 8.2 of the attached sample inspection report for an example.**



PROGRAM MANAGEMENT THAT DELIVERS

Proposed Program Manager, Mark Bendok, PE, SE, has successfully delivered NBIS inspection reports for countless structures in the Chicagoland area, and our clients have a lot to say about the performance of his inspection teams:

We have been pleased with the service your firm has provided on the Bridge Inspection Program. The reports have been submitted on time and we appreciate Mark's proactive approach and results on the bridge inspections

Chris Lirot, PE, Road & Bridge Engineer | City of Aurora

Mark Bendok and his inspection team [...] know how to plan effectively for upcoming inspections, as has been evident in their early coordination with BNSF to acquire Right-of-Entry permits when required. We are very happy with their service.

Tim Geary, PE, Town Engineer | Town of Cicero

The technical knowledge your firm has on the bridge inspection requirements and regulations is very good and results in a smooth inspection process for our clients. Benesch is dedicated, reliable and responsive to our client needs. Benesch never ceases to meet our client's needs and you and your staff are truly a pleasure to work with.

David Burroughs, PE, Senior Vice President | Engineering Enterprises, Inc.

[Benesch] has performed several inspections required by federal, state and local agencies, as well as deliverables required in our Concession Lease Agreement with the City of Chicago. The Skyway's inspection team, led by Mark Bendok, has proved exceptional leadership and commitment to excellence by providing highly qualified personnel, cost-efficient strategies, rigorous quality control, and partnership with sub-consultants capable of meeting [the] highest standards.

Erick M. Rivera, Infrastructure Engineer | Skyway Concession Company LLC

THANK YOU

Benesch appreciates the opportunity to submit our qualifications to the Village. The techniques outlined in our project approach have been used to successfully deliver bridge inspection services to many other clients, and we look forward to the opportunity to put our expertise to work for you on this contract.



NOTE: Services highlighted in yellow can be provided on an as-needed basis. The scope for these services is unknown at this time and not included in this contract but can be provided upon request at an additional cost.

EXHIBIT B

Fee Estimate



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency

Village of North Aurora

County

Kane

Section Number**Consultant (Firm) Name**

Alfred Benesch & Company

Prepared By

M. Bendok

Date

9/15/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM 12 MONTHS
START DATE 10/1/2021
RAISE DATE 1/1/2022
END DATE 9/30/2022

OVERHEAD RATE 161.50%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2021	1/1/2022	3	25.00%
1	1/2/2022	10/1/2022	9	76.50%

The total escalation = 1.50%

Section Number

Village of North Aurora

Kane

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

COMPLEXITY FACTOR 0

24,442

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Village of North Aurora, IL
Bridge Inspection 2021
Summary of Direct Cost

	Item	Quantity	Unit Cost	Cost	Comment
1	Traffic Control Days	0.0	\$1,000	\$0	
2	Vehicle Days	2.0	\$65	\$130	
3	Bucket Van Days	0.0	\$360	\$0	
4	Bucket Truck Days	0.0	\$490	\$0	
5	Aerial Lift Days	0.0	\$1,000	\$0	
6	Snooper Days	0.0	\$6,000	\$0	
7	Boat Premium/Rental Days	0.0	\$200	\$0	
8	RR Permit	0.0	\$2,783	\$0	
9	RR Flagger Days	0.0	\$1,800	\$0	
10	Drone Premium Days	0.0	\$50	\$0	
11	Rope Access Premium Days	0.0	\$50	\$0	
12	Elevated Safety	0.0	\$1,500	\$0	
13	Proj. Specific DC 1	0.0	\$25	\$0	
14	Proj. Specific DC 2	0.0	\$50	\$0	
				\$130	

EXHIBIT C

Standard Terms and Conditions for Professional Services



ATTACHMENT B - STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.