



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, OCTOBER 18, 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/85976339927>

Meeting ID: 859 7633 9927

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

PUBLIC HEARING

Agreement for Exchange of Property By and Between Randall Road Industrial Owner, LLC and the Village of North Aurora

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 10/04/2021 and Committee of the Whole Minutes dated 10/04/2021
2. Bills List Dated 10/18/2021 in the Amount of **\$187,844.25**
3. Travel and Business Expenses in the Amount of **\$40.00**

4. Approval of Resolution For Maintenance Of Streets And Highways By North Aurora
5. Approval of Green Infrastructure Policy

NEW BUSINESS

1. Approval of Ordinance Approving a Supplemental Entertainment Class B Liquor License for Brother Chimp Brewing
2. Approval of Retroactive Emergency Expenditure Authorization for Well #9 in the Amount of \$22,432.05
3. Approval of Salt Purchase through the Illinois Central Management System's Bureau of Strategic Sourcing in the Amount of \$185,940.00 with the Option of Spending \$223,128.00 Pending Severe Weather Conditions
4. Approval of Environmental and Existing Conditions Assessment Services Testing to Testing Service Corporation in the Amount of \$21,080.00
5. Approval of Ordinance Approving an Agreement for Exchange of Property By and Between Randall Road Industrial Owner, LLC and the Village of North Aurora
6. Approval of 2022 Annual Contribution to IMLRMA in the Amount of \$310,345.20.

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, October 4, 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 Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

AUDIENCE COMMENTS – Meighan Cole of MaMaw’s Kitchen 227 S. Lincolnway, North Aurora, IL. Ms. Cole spoke about the challenges she and her business had been facing with the recent opening of the business. She stated that MaMaw’s Kitchen was seeking a gaming license but was having difficulty getting it. Administrator Bosco explained that in order to receive a gaming license a restaurant needs to have a seating capacity of 75 but the fire department has stated that the building has a seating capacity of less than that. The code also states that a full time cook needs to be on premises but MaMaw’s Kitchen is currently operating out of their food truck in the parking lot.

There was discussion about how the Village could help the business, which could possibly entail amending the existing code.

CONSENT AGENDA

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

Motion for approval made by Trustee Lowery and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Curtis –yes. **Motion approved (4-0).**

NEW BUSINESS

1. Approval of Special Event Permit for Brother Chimp Brewing

Administrator Bosco explained that the reason for the Special Event Permit request was that Brother Chimp is currently operating with a Supplemental Entertainment Class A liquor license that allows for solo and duet performances, the permit would allow for a band performance.

Motion for approval made by Trustee Salazar and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Salazar – yes, Trustee Curtis –yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (4-0).**

2. Approval of Special Event Permit for Share & Care Learning Center

Administrator Bosco stated that Share & Care was planning a Halloween Parade on October 29, 2021 from 9:30am until 10:30am, from John Street to Marvo Street.

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. **Motion approved (4-0).**

3. Approval to Award Exchange Server and Active Directory Migration to Sentinel Technologies in the Amount of \$73,311.21

IT Director David Arndt explained that the Village’s current email server is eleven years old and is no longer supported by Microsoft. The staff recommended contracting Sentinel Technologies to migrate the exchange email server to a hosted cloud based service provided by Microsoft while virtualizing the remainder of the in-house servers over time. Staff budgeted \$75,000 for this project.

Motion for approval made by Trustee Curtis and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Trustee Curtis –yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes. **Motion approved (4-0).**

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

Director Toth explained that the property at 204 Hansen Boulevard has not been used to sell vehicles since 2016 and the zoning has lapsed, Gerald Auto Group would like to establish the property as a Genesis dealership. A special use to reestablish the property with the Motor Vehicle Sales and/or Service use was being requested.

Motion for approval made by Trustee Lowery and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Curtis –yes. **Motion approved (4-0).**

5. Approval of Ordinance Approving an Economic Incentive Agreement for the Gerald Genesis Dealership Located at 204 Hansen Boulevard, North Aurora, Illinois

Director Toth explained that this Incentive Agreement was to assist Gerald Auto Group with the remodeling for their Genesis facility. This matter had been discussed by the Village Board at the August 16, 2021 Committee of the Whole meeting, at which time the Board was supportive of the request. The draft agreement was brought before the Committee of the Whole on September 20, 2021, the Board was in support of the agreement at that time and no changes were made to the Agreement being presented.

Motion for approval made by Trustee Niedzwiedz and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Salazar – yes Trustee Curtis –yes, Trustee Lowery – yes. **Motion approved (4-0).**

6. Approval of Engineering Agreement with Benesch for Bridge Inspections in the Amount of \$27,656.00

Director Laskowski spoke about four cell box culverts that Orchard Gateway passes over which qualifies as a bridge per the Federal Highway Administration; therefore requires the Village to follow the National Bridge Inspection Standards and reporting to the Illinois Department of Transportation on the condition of the bridge. Staff recommends contracting with Benesch to perform the necessary inspections and condition reports in the amount of \$27,656.

Motion for approval made by Trustee Lowery and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Salazar – yes, Trustee Curtis –yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (4-0).**

VILLAGE PRESIDENT – Plan Commission Appointments

Mayor Gaffino recommended appointment of Richard Newel and Alexander Lazaro Negro to the Plan Commission.

A motion to approve the appointment was made by Trustee Lowery with unanimous approval of the Board.

TRUSTEES COMMENTS – None

ADMINISTRATOR’S REPORT – None

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 Curtis and seconded by Trustee Lowery. All in favor. **Motion approved.**

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, October 4, 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 Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

AUDIENCE COMMENTS – See below

TRUSTEE COMMENTS - None

DISCUSSION

1. Supplemental Entertainment Class B Liquor License for Brother Chimp Brewing

Administrator Bosco explained that Brother Chimp Brewing currently has a Class A license and was seeking a Class B Liquor License in order to have the ability to have extended opportunities for live music. Bosco stated that the closest residence to Brother Chimp is 200 feet away.

The Board discussed whether 200 feet from residents was far enough away to avoid noise issues and whether or not it would be prudent to restrict the time music is allowed to be played. The Board ultimately decided to apply to the license a condition that the Board has the right to review the license if there are concerns or complaints.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 10/13/2021 - 12:43PM
 Batch: 00502.10.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aflac						
030540						
AFLAC- Sept 2021	80.48	01-000-2053	AFLAC	481712	9/26/2021	10/18/2021
Total:	80.48	*Vendor Total				
Alessio & Sons Co						
468215						
Hydrant Meter Deposit Refund	887.78	60-000-2215	Hydrant Meter Deposits	10042021	10/4/2021	10/18/2021
Total:	887.78	*Vendor Total				
Alstor Construction						
468217						
Refund Escrow Deposit- Randall Ice Cream	2,461.10	90-000-e224	Randall & Ice Cream Industrial	10042021	10/4/2021	10/18/2021
Total:	2,461.10	*Vendor Total				
American Eagle Bank						
468214						
Escrow Refund- American Eagel Back (E143)	1,292.39	90-000-E196	Mango Creek Deerpath LLC	10/08/21	10/8/2021	10/18/2021
Total:	1,292.39	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- VH	103.95	01-445-4520	Public Buildings Rpr & Mtce	9124577	10/1/2021	10/18/2021
Pest Control- PD	98.45	01-445-4520	Public Buildings Rpr & Mtce	9126619	10/1/2021	10/18/2021
Pest Control- TPs	91.95	60-445-4567	Treatment Plant Repair/Maint	9126910	10/1/2021	10/18/2021
Pest Control- Well #5	43.30	60-445-4565	Water Well Rpr & Mtce	9128363	10/1/2021	10/18/2021
Total:	337.65	*Vendor Total				
Atlas Bobcat, Inc.						
029330						
Replaced Drive Motor To Gear Box	2,591.89	01-445-4511	Vehicle Repair and Maint	718589	9/25/2021	10/18/2021
Total:	2,591.89	*Vendor Total				
B & F Construction						
015600						
Building Inspections- August 2021	5,559.20	01-441-4276	Inspection Services	14913	9/27/2021	10/18/2021
Gerald Hyundai Plan Review	2,096.30	01-441-4276	Inspection Services	57399	9/29/2021	10/18/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	7,655.50	*Vendor Total				
BDK Door Company						
030150						
New Door Handle- VH	350.00	01-445-4520	Public Buildings Rpr & Mtce	5062041	9/21/2021	10/18/2021
Total:	350.00	*Vendor Total				
Camic Johnson, LTD.						
03989						
Adjudication Legal Fees	350.00	01-440-4260	Legal	129	9/24/2021	10/18/2021
Total:	350.00	*Vendor Total				
Carus Corporation						
033300						
HMO Chems	1,273.78	60-445-4437	Chlorine	SLS 1009536	9/20/2021	10/18/2021
Total:	1,273.78	*Vendor Total				
Chicago Communications LLC						
468149						
Radio Programming	855.00	01-440-4931	Vehicle Equip Fund Charges	330182	9/24/2021	10/18/2021
Equipment Installation	407.00	01-440-4931	Vehicle Equip Fund Charges	330311	9/30/2021	10/18/2021
Squad Repair- Squad #74	85.00	01-440-4511	Vehicle Repair and Maint	330312	9/30/2021	10/18/2021
Total:	1,347.00	*Vendor Total				
Collins Law Enforcement Sales, Inc						
468122						
New Vest- Johnson	585.00	01-440-4160	Uniform Allowance	08-27-2021-N	10/5/2021	10/18/2021
Total:	585.00	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 8/17 - 9/16	5,000.85	60-445-4662	Utility	0543120261	9/17/2021	10/18/2021
Total:	5,000.85	*Vendor Total				
Core & Main						
039040						
Special Corps For Pitot Testing	374.48	60-445-4565	Water Well Rpr & Mtce	P595155	9/23/2021	10/18/2021
Total:	374.48	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Front End Alignment- Water Truck	135.00	60-445-4511	Vehicle Repair and Maint	239169	9/27/2021	10/18/2021
Total:	135.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
DACRA Adjudication Systems						
467842						
Adjudication	1,850.00	01-440-4510	Equipment/IT Maint	dt-2021-09-10	9/30/2021	10/18/2021
Total:	1,850.00	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Srvc- Moose Lake/ August 2021	1,680.00	90-000-E264	McCue - Mooselakes	92841	8/31/2021	10/18/2021
Total:	1,680.00	*Vendor Total				
Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Tow- 2009 Ford	125.00	01-445-4511	Vehicle Repair and Maint	13440	9/24/2021	10/18/2021
Total:	125.00	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Construction Eng- 2021 Road Program	10,341.50	21-450-4255	Engineering	72324	9/28/2021	10/18/2021
RRA/ ERP Study	152.00	60-445-4255	Engineering	72325	9/28/2021	10/18/2021
Well #5 Modification Design	1,428.00	60-463-4255	Engineering	72326	9/28/2021	10/18/2021
Orcharad Gateway Phase 1 Design	6,995.95	21-450-4255	Engineering	72327	9/28/2021	10/18/2021
Total:	18,917.45	*Vendor Total				
Entenmann-Rovin Co.						
000450						
Badge Case	50.00	01-440-4160	Uniform Allowance	0158180-IN	4/28/2021	10/18/2021
Total:	50.00	*Vendor Total				
Federal Express Corporation						
009530						
Postage- PD	23.67	01-440-4505	Postage	7-508-28003	9/22/2021	10/18/2021
Total:	23.67	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	3,370.67	71-000-1340	Gas/Diesel Escrow	3825632	10/1/2021	10/18/2021
Total:	3,370.67	*Vendor Total				
Fifth Third Bank						
028450						
Miracle Grow/ Home Depot	47.02	01-445-4530	Public Grounds/Parks Maint	BR09272021- 8/27/2021		10/18/2021
Activated Pond Care/ Aqua Scape Aqualand	140.29	01-445-4530	Public Grounds/Parks Maint	BR09272021- 8/30/2021		10/18/2021
Ice For Fall Fest/ Lang Ice Company	460.00	15-430-4751	North Aurora Days Expenses	BR09272021- 8/30/2021		10/18/2021
Iphone Cable- Hannah/ Amazon	14.99	01-430-4420	IT Supplies	DA09272021- 9/3/2021		10/18/2021
Roxio CD/ DVD Software- PD/ Amazon	39.98	01-430-4420	IT Supplies	DA09272021- 9/2/2021		10/18/2021
Roxio CD/ DVD Software- PD/ Amazon	39.98	01-430-4420	IT Supplies	DA09272021- 9/2/2021		10/18/2021
Desktops (2)/ Amazon	155.90	01-430-4420	IT Supplies	DA09272021- 9/5/2021		10/18/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
External HD- IT Dept/ Amazon	59.99	01-430-4420	IT Supplies	DA09272021- 9/6/2021	10/18/2021	
Caravan Canopy- PW NA Days/ Amazon	431.18	15-430-4751	North Aurora Days Expenses	DA09272021- 9/10/2021	10/18/2021	
Water Endoscope/ Amazon	60.98	60-445-4510	Equipment/IT Maint	DA09272021- 9/16/2021	10/18/2021	
Batteries For PD Panic Alarm Systems/ Amazon	8.95	01-440-4510	Equipment/IT Maint	DA09272021- 9/19/2021	10/18/2021	
Squad Printer Battery (2)- PD/ Amazon	112.05	01-440-4510	Equipment/IT Maint	DA09272021- 9/17/2021	10/18/2021	
Iphone Case- Fisher/ Amazon	13.99	01-430-4420	IT Supplies	DA09272021- 9/17/2021	10/18/2021	
Measuring Wheel- PW/ Amazon	80.10	01-445-4870	Equipment	DA09272021- 9/23/2021	10/18/2021	
LED Flood Light- PW/ Amazon	125.97	15-430-4751	North Aurora Days Expenses	DA09272021- 9/23/2021	10/18/2021	
Webcam, Earbuds, Ext Cable/ Amazon	32.42	01-430-4420	IT Supplies	DA09272021- 9/26/2021	10/18/2021	
Badge ID Holder/ Amazon	114.62	01-440-4799	Misc.	DC09272021- 9/20/2021	10/18/2021	
Training For Clerks/ Police Records & Info Mg	250.00	01-440-4380	Training	DF09272021- 9/7/2021	10/18/2021	
Office Supplies/ Office Depot	41.04	01-440-4411	Office Expenses	JD09272021- 8/31/2021	10/18/2021	
Office Supplies/ Office Depot	135.41	01-440-4411	Office Expenses	JD09272021- 8/31/2021	10/18/2021	
Investigation Database/ LexisNexis	150.00	01-440-4555	Investigations	JD09272021- 9/3/2021	10/18/2021	
Food For Officers/ Lou Malnatis	135.03	01-440-4799	Misc.	JD09272021- 9/20/2021	10/18/2021	
Evidence Supplies/ Home Depot	26.70	01-440-4557	Evidence Processing	JD09272021- 9/27/2021	10/18/2021	
Office Supplies/ Office Depot	44.12	01-440-4411	Office Expenses	JD09272021- 9/27/2021	10/18/2021	
Evidence Supplies/ Home Depot	119.80	01-440-4557	Evidence Processing	JD09272021- 9/27/2021	10/18/2021	
Office Supplies/ Office Depot	337.16	01-440-4411	Office Expenses	JD09272021- 9/27/2021	10/18/2021	
ITOA Conference Fees/ IL Tactical Offcercers A	730.00	01-440-4370	Conferences & Travel	JG09272021- 8/28/2021	10/18/2021	
IAFCI Conf Chicago Parking/ 73222 River Eas	41.00	01-440-4370	Conferences & Travel	JG09272021- 8/30/2021	10/18/2021	
COP Halloween Trunk Or Treat Event/ OTC Br	473.67	01-440-4498	Community Service	JG09272021- 8/30/2021	10/18/2021	
IAFCI Conf Chicago Parking/ 73222 River Eas	41.00	01-440-4370	Conferences & Travel	JG09272021- 8/31/2021	10/18/2021	
TLO Search Data Base/ TLO Transunion	160.00	01-440-4555	Investigations	JG09272021- 9/1/2021	10/18/2021	
IAFCI Conf Chicago Parking/ 7322 River East	41.00	01-440-4370	Conferences & Travel	JG09272021- 9/1/2021	10/18/2021	
TRIAD Registration/ EB 2021 Illinois TRIA	60.00	01-440-4380	Training	JG09272021- 9/2/2021	10/18/2021	
IAFCI Conf Chicago/ 73222 River East Garage	41.00	01-440-4370	Conferences & Travel	JG09272021- 9/2/2021	10/18/2021	
IAFCI Conf Chicago/ 73222 River East Garage	41.00	01-440-4370	Conferences & Travel	JG09272021- 9/3/2021	10/18/2021	
Investigations App/ Apple.com	10.61	01-440-4555	Investigations	JG09272021- 9/15/2021	10/18/2021	
Fernando Moreira Reservation/ American Airli	106.40	01-440-4370	Conferences & Travel	JG09272021- 9/15/2021	10/18/2021	
Tactical Medicine Supplies/ Chinook Medical C	154.16	01-440-4383	Firearm Training	JG09272021- 9/23/2021	10/18/2021	
Evidence Processing/ Sirchie	104.89	01-440-4557	Evidence Processing	MQ09272021 8/25/2021	10/18/2021	
Evidence Processing/ B&H Photo	564.21	01-440-4557	Evidence Processing	MQ09272021 9/6/2021	10/18/2021	
Conference Fee/ IDIA	200.00	01-440-4370	Conferences & Travel	MQ09272021 9/21/2021	10/18/2021	
Membership Fee- Hansen/ American Planning /	99.00	01-441-4390	Dues & Meetings	MT09272021- 8/31/2021	10/18/2021	
Shuttle Services For Fall Fest/ First Sudent Bus	1,632.00	15-430-4751	North Aurora Days Expenses	SB09272021- 9/14/2021	10/18/2021	
Funeral Service Flowers/ Flowers By Legacy	131.19	01-430-4799	Misc.	SB09272021- 9/16/2021	10/18/2021	
Resv Of N Island Pk For Fall Fest/ Fox Vllly Pa	150.00	15-430-4751	North Aurora Days Expenses	SB09272021- 9/16/2021	10/18/2021	
Beacon News Mthly Subscription/ Chicago Tril	27.72	01-440-4652	Phones and Connectivity	SBZ09272021 9/27/2021	10/18/2021	
New Stop Signs (5) For Crossing Guards/ Safet	125.47	01-440-4799	Misc.	SBZ09272021 9/13/2021	10/18/2021	
IPASS Fees/ IL Tollway	20.00	01-445-4799	Misc. Expenditures	WH09272021 9/9/2021	10/18/2021	
IGFOA Conf/ Marriott Oak Brook	177.09	01-430-4370	Conferences & Travel	WH09272021 9/12/2021	10/18/2021	
Fall Fest Tents- 2nd Pay/ The Curtis Rental Gro	979.50	15-430-4751	North Aurora Days Expenses	WH09272021 9/15/2021	10/18/2021	
Credit Card Test/ VONA	5.00	01-430-4799	Misc.	WH09272021 9/16/2021	10/18/2021	
IGFOA Payroll Seminar/ IGFOA	95.00	01-430-4380	Training & Testing	WH09272021 9/17/2021	10/18/2021	
IPASS Fees/ IL Tollway	20.00	01-445-4799	Misc. Expenditures	WH09272021 9/25/2021	10/18/2021	
Total:	9,408.58	*Vendor Total				

Foster & Foster, Inc.

050630

OPEB Update	3,090.00	01-430-4267	Finance Services	21646	10/11/2021	10/18/2021
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Total: 3,090.00 ***Vendor Total**

Galls LLC

015770

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Crossing Guard Vests	157.25	01-440-4160	Uniform Allowance	019238761	9/8/2021	10/18/2021
Total:	157.25	*Vendor Total				
Gerald Ford						
467768						
Squad Repair	10.92	01-440-4511	Vehicle Repair and Maint	6033492	9/27/2021	10/18/2021
Total:	10.92	*Vendor Total				
Grainger						
031900						
HMO Pump Skid Parts	241.24	60-445-4567	Treatment Plant Repair/Maint	9066547333	10/27/2021	10/18/2021
Total:	241.24	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ Oct 2021	36,960.79	01-440-4130	Health Insurance	10082021-01	10/8/2021	10/18/2021
Health Insurance- Admin/ Oct 2021	8,223.09	01-430-4130	Health Insurance	10082021-02	10/8/2021	10/18/2021
Health Insurance- CommDev/ Oct 2021	1,523.20	01-441-4130	Health Insurance	10082021-03	10/8/2021	10/18/2021
Health Insurance- PW/ Oct 2021	13,026.32	01-445-4130	Health Insurance	10082021-04	10/8/2021	10/18/2021
Health Insurance- Water/ Oct 2021	7,727.88	60-445-4130	Health Insurance	10082021-05	10/8/2021	10/18/2021
Health Insurance- Retirees/ Oct 2021	1,928.68	01-000-2055	Payroll Deductions	10082021-06	10/8/2021	10/18/2021
Health Insurance- PD Pension/ Oct 2021	2,333.36	01-000-2055	Payroll Deductions	10082021-07	10/8/2021	10/18/2021
Life Insurance- PD/ Oct 2021	112.88	01-440-4135	Life Insurance	10082021-08	10/8/2021	10/18/2021
Life Insurance- PW/ Oct 2021	39.84	01-445-4135	Life Insurance	10082021-09	10/8/2021	10/18/2021
Life Insurance- Admin/ Oct 2021	19.92	01-430-4135	Life Insurance	10082021-10	10/8/2021	10/18/2021
Life Insurance- CommDev/ Oct 2021	6.96	01-441-4135	Life Insurance	10082021-11	10/8/2021	10/18/2021
Life Insurance- Water/ Oct 2021	16.60	60-445-4135	Life Insurance	10082021-12	10/8/2021	10/18/2021
Vision/ Oct 2021	698.02	01-000-2056	VSP - Employee Contributions	10082021-13	10/8/2021	10/18/2021
Voluntary Life/ Oct 2021	373.17	01-000-2052	Voluntary Life Insurance	10082021-14	10/8/2021	10/18/2021
Total:	72,990.71	*Vendor Total				
JVM Randal Highlands						
468218						
Water Credit Refund	91.42	60-320-3340	Water Collections	10062021	10/6/2021	10/18/2021
Total:	91.42	*Vendor Total				
Kendall County Concrete						
047060						
Sidewalk- Sycamore & Princeton	798.00	01-445-4543	Sidewalks Rpr & Mtce	52207	9/23/2021	10/18/2021
Sidewalk- 849 Wingfoot	458.00	01-445-4543	Sidewalks Rpr & Mtce	52242	9/29/2021	10/18/2021
Total:	1,256.00	*Vendor Total				
Konica Minolta						
024860						
AP Printer Maint 9/21 - 10/20	8.25	01-430-4510	Equipment/IT Maint	90008069136	9/23/2021	10/18/2021
Total:	8.25	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Kurt A. Metallo						
052370						
Stump Removal (4)	504.00	01-445-4532	Tree Service	100521	10/5/2021	10/18/2021
Total:	504.00	*Vendor Total				
L3 Harris - PSPC						
041190						
Radio	332.26	01-440-4510	Equipment/IT Maint	93374993	9/27/2021	10/18/2021
Total:	332.26	*Vendor Total				
Lauderdale Electric, Inc.						
468103						
Street Light Repair- Remington Lane	250.00	10-445-4661	Street Light Repair/Maint	8061-F-01	9/30/2021	10/18/2021
Generator Hook Up- VH	335.00	01-445-4520	Public Buildings Rpr & Mtce	8061-F-02	9/30/2021	10/18/2021
Total:	585.00	*Vendor Total				
Menards						
016070						
Gas Can, Nuts, Washers	101.33	01-445-4510	Equipment/IT Maint	60497	3/12/2021	10/18/2021
Plexi Glass, Hardware	187.18	01-445-4511	Vehicle Repair and Maint	64178	5/19/2021	10/18/2021
Lumbar, Rebar	173.17	01-445-4543	Sidewalks Rpr & Mtce	64520	5/24/2021	10/18/2021
Xylol Gallon	17.99	01-445-4543	Sidewalks Rpr & Mtce	64654	5/26/2021	10/18/2021
Rebar Ties, Shims	24.26	01-445-4543	Sidewalks Rpr & Mtce	65026	6/2/2021	10/18/2021
Backpack Sprayer And Tank	198.98	01-445-4870	Equipment	65161	6/4/2021	10/18/2021
Conduit, Hex Bolt Banners	118.29	01-490-4761	Beautification Committee	70066	8/30/2021	10/18/2021
Batteries, Switch Tape	29.42	01-445-4421	Custodial Supplies	70302	9/3/2021	10/18/2021
Props For Halloween Parade- PD	49.98	01-440-4498	Community Service	70369	9/4/2021	10/18/2021
Rebar, Brush	64.42	01-445-4543	Sidewalks Rpr & Mtce	71375	9/22/2021	10/18/2021
Batteries, Strap	38.42	01-445-4510	Equipment/IT Maint	71413	9/22/2021	10/18/2021
TP Cleaners & Chem Neutralizer	209.28	60-445-4567	Treatment Plant Repair/Maint	71505	9/24/2021	10/18/2021
Extension Handle Duster & Supplies	84.42	01-445-4870	Equipment	71665	9/28/2021	10/18/2021
Cleaner & Chem Neutralizer	136.92	60-445-4567	Treatment Plant Repair/Maint	71673	9/28/2021	10/18/2021
Paper Towels, Sponges	38.32	01-445-4421	Custodial Supplies	71680-01	9/28/2021	10/18/2021
Rebar, 2x4x16 Lumber	76.14	01-445-4543	Sidewalks Rpr & Mtce	71680-02	9/28/2021	10/18/2021
Rebar	11.36	01-445-4543	Sidewalks Rpr & Mtce	71682	9/28/2021	10/18/2021
Total:	1,559.88	*Vendor Total				
Metro West COG						
032210						
Board Mtg- Gaffino/ Sept 2021	40.00	01-410-4390	Dues & Meetings	4525-01	10/5/2021	10/18/2021
Board Mtg- Bosco/ Sept 2021	40.00	01-430-4390	Dues & Meetings	4525-02	10/5/2021	10/18/2021
Total:	80.00	*Vendor Total				
METRONET						
467874						
Phone, Internet 9/24 - 10//23	777.65	01-430-4652	Phones and Connectivity	09242021-01	9/24/2021	10/18/2021
Phone, Internet 9/24 - 10//23	638.90	01-445-4652	Phones and Connectivity	09242021-02	9/24/2021	10/18/2021
Phone, Internet 9/24 - 10//23	724.22	60-445-4652	Phones and Connectivity	09242021-03	9/24/2021	10/18/2021
Phone, Internet 9/24 - 10//23	581.64	01-441-4652	Phones and Connectivity	09242021-04	9/24/2021	10/18/2021
Phone, Internet 9/24 - 10//23	1,776.59	01-440-4652	Phones and Connectivity	09242021-05	9/24/2021	10/18/2021
Phone, Internet- Silo 9/24 - 10//23	92.20	01-430-4652	Phones and Connectivity	09242021-06	9/24/2021	10/18/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	4,591.20	*Vendor Total				
MSC Industrial Supply						
051190						
Disposable Gloves	19.04	01-445-4870	Equipment	55363884	7/21/2021	10/18/2021
Total:	19.04	*Vendor Total				
Muller & Muller, Ltd.						
467647						
Schuler Shook Work- August 2021	720.00	12-438-4255	Engineering	171014-16	1/24/2021	10/18/2021
Total:	720.00	*Vendor Total				
North Aurora Lions Club						
467640						
Beer Tent Distribution	3,432.02	15-430-4751	North Aurora Days Expenses	10132021	10/13/2021	10/18/2021
Total:	3,432.02	*Vendor Total				
North Aurora Mothers Club						
030980						
Beer Tent Distribution	2,857.02	15-430-4751	North Aurora Days Expenses	10132021	10/13/2021	10/18/2021
Total:	2,857.02	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Filters- Truck #185	102.45	01-445-4511	Vehicle Repair and Maint	388162	8/16/2021	10/18/2021
Rad Hose, Radiator	867.65	01-445-4511	Vehicle Repair and Maint	391049	9/17/2021	10/18/2021
Ratchet	41.18	01-445-4511	Vehicle Repair and Maint	391232	9/20/2021	10/18/2021
Fuel Module, Sensors	351.98	01-445-4511	Vehicle Repair and Maint	391418	9/22/2021	10/18/2021
Relay- Truck #191	61.84	01-445-4511	Vehicle Repair and Maint	391443	9/22/2021	10/18/2021
Belts	194.30	01-445-4511	Vehicle Repair and Maint	391842	9/26/2021	10/18/2021
Total:	1,619.40	*Vendor Total				
Office Depot						
039370						
Office Supplies	12.05	01-430-4411	Office Expenses	19011917800	9/22/2021	10/18/2021
Office Supplies	12.05	01-445-4411	Office Expenses	19011917800	9/22/2021	10/18/2021
Office Supplies	12.05	60-445-4411	Office Expenses	19011917800	9/22/2021	10/18/2021
Office Supplies	12.06	01-441-4411	Office Expenses	19011917800	9/22/2021	10/18/2021
Office Supplies	30.88	01-430-4411	Office Expenses	19189625600	9/15/2021	10/18/2021
Office Supplies	30.88	01-445-4411	Office Expenses	19189625600	9/15/2021	10/18/2021
Office Supplies	30.89	60-445-4411	Office Expenses	19189625600	9/15/2021	10/18/2021
Office Supplies	30.89	01-441-4411	Office Expenses	19189625600	9/15/2021	10/18/2021
Office Supplies	3.75	01-430-4411	Office Expenses	19210579300	9/22/2021	10/18/2021
Office Supplies	3.75	01-445-4411	Office Expenses	19210579300	9/22/2021	10/18/2021
Office Supplies	3.75	60-445-4411	Office Expenses	19210579300	9/22/2021	10/18/2021
Office Supplies	3.75	01-441-4411	Office Expenses	19210579300	9/22/2021	10/18/2021
Board Chairs (9)	2,025.00	01-430-4870	Equipment	19281783300	9/10/2021	10/18/2021
Office Supplies	55.97	01-445-4411	Office Expenses	19351292400	9/16/2021	10/18/2021
Office Supplies	162.97	60-445-4411	Office Expenses	19486604600	9/17/2021	10/18/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Supplies	2.91	01-430-4411	Office Expenses	19526900700	9/17/2021	10/18/2021
Office Supplies	2.91	01-445-4411	Office Expenses	19526900700	9/17/2021	10/18/2021
Office Supplies	2.92	60-445-4411	Office Expenses	19526900700	9/17/2021	10/18/2021
Office Supplies	2.92	01-441-4411	Office Expenses	19526900700	9/17/2021	10/18/2021
Office Supplies	16.58	01-430-4411	Office Expenses	19526934100	9/17/2021	10/18/2021
Office Supplies	16.58	01-445-4411	Office Expenses	19526934100	9/17/2021	10/18/2021
Office Supplies	16.58	60-445-4411	Office Expenses	19526934100	9/17/2021	10/18/2021
Office Supplies	16.59	01-441-4411	Office Expenses	19526934100	9/17/2021	10/18/2021
Office Supplies	1.89	01-430-4411	Office Expenses	19526934100	9/29/2021	10/18/2021
Office Supplies	1.90	01-445-4411	Office Expenses	19526934100	9/29/2021	10/18/2021
Office Supplies	1.90	60-445-4411	Office Expenses	19526934100	9/29/2021	10/18/2021
Office Supplies	1.90	01-441-4411	Office Expenses	19526934100	9/29/2021	10/18/2021
Customer Stamper- Hansen	123.98	01-441-4411	Office Expenses	20120747500	9/29/2021	10/18/2021
Office Supplies	2.90	01-430-4411	Office Expenses	20120765500	9/27/2021	10/18/2021
Office Supplies	2.90	01-445-4411	Office Expenses	20120765500	9/27/2021	10/18/2021
Office Supplies	2.91	60-445-4411	Office Expenses	20120765500	9/27/2021	10/18/2021
Office Supplies	2.91	01-441-4411	Office Expenses	20120765500	9/27/2021	10/18/2021
Total:	2,651.87	*Vendor Total				
Paddock Publications, Inc.						
026910						
Public Hearing- Moose Lake	82.80	90-000-E264	McCue - Mooselakes	190253	8/28/2021	10/18/2021
Public Hearing- Randall & Oak	96.60	90-000-E110	NW Corner Randall & Oak(Lot 1	192460	9/19/2021	10/18/2021
Total:	179.40	*Vendor Total				
PDC Laboratories, Inc.						
031940						
Lead Sample Analyze	16.50	60-445-4562	Testing (water)	19483990	10/4/2021	10/18/2021
Total:	16.50	*Vendor Total				
Pharmacann LLC						
468216						
Refund Escrow Deposit	3,840.29	90-000-e247	161 S Lincolnway - PharmaCanr	10042021	10/4/2021	10/18/2021
Total:	3,840.29	*Vendor Total				
Physicians Immediate Care, North Chicago LLC						
049540						
New Employee Drug Screen	45.00	01-441-4799	Misc. Expenditures	4228257	10/5/2021	10/18/2021
Total:	45.00	*Vendor Total				
Rental Max						
031050						
Bushhog Rental	1,225.00	01-445-4530	Public Grounds/Parks Maint	496469-3	9/7/2021	10/18/2021
Total:	1,225.00	*Vendor Total				
Superior Asphalt Materials LLC						
031440						
Pot Holes	29.26	01-445-4540	Streets & Alleys Rpr & Mtce	20211454	9/24/2021	10/18/2021
Pot Holes	147.63	01-445-4540	Streets & Alleys Rpr & Mtce	20211461	9/27/2021	10/18/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	176.89	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Late Final Bills- Sept 2021	527.50	60-445-4507	Printing	26821	9/30/2021	10/18/2021
Total:	527.50	*Vendor Total				
Thom Jungels						
039460						
Inspections (45) 8/21 - 9/30	1,575.00	01-441-4276	Inspection Services	10062021	10/6/2021	10/18/2021
Total:	1,575.00	*Vendor Total				
Tyler Glen LLC						
042060						
Tyler Glenn 2020 TIF Rebate	14,188.72	12-480-4784	TIF Reimbursements/Grants	10122021	10/12/2021	10/18/2021
Total:	14,188.72	*Vendor Total				
Water Products Company						
001170						
WM & Dist Repair Parts- Stock	2,855.00	60-445-4568	Watermain Rprs. & Rplcmts.	0305444	9/22/2021	10/18/2021
Valve Vault Adjusting Ring	225.00	60-445-4568	Watermain Rprs. & Rplcmts.	0305483	9/23/2021	10/18/2021
Distribution Couplings (2)	905.00	60-445-4568	Watermain Rprs. & Rplcmts.	0305484	9/23/2021	10/18/2021
Total:	3,985.00	*Vendor Total				
Water Resources						
010380						
New Reading Equip Antenna	390.00	60-445-4480	New Meters,rprs. & Rplcmts.	35052	9/23/2021	10/18/2021
1" Meters (20)	4,340.00	60-445-4480	New Meters,rprs. & Rplcmts.	35053	9/23/2021	10/18/2021
Total:	4,730.00	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint- Oct 2021	200.00	01-430-4512	Website Maintenance	30718	10/3/2021	10/18/2021
Total:	200.00	*Vendor Total				
Weldstar Company						
014090						
Nitrogen Tank	43.60	60-445-4562	Testing (water)	0001968221	6/9/2021	10/18/2021
Air Tank Cylinders	165.60	60-445-4562	Testing (water)	0001998300	9/24/2021	10/18/2021
Total:	209.20	*Vendor Total				
Report Total: 187,844.25						

18-Oct-21

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West Meeting	Expense	9/23/2021	\$ 40.00

TOTAL **\$ 40.00**



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

If any travel expense(s) or reimbursement requests exceed the maximum allowable amounts per policy, they must be approved by a roll call vote of the Village Board. All Village Board Members expense(s) or reimbursements must be approved by a roll call vote of the Village Board.

Training / Travel Information			
Name: <u>Mark Gaffino</u>		Event: <u>metrowest meeting</u>	
Position: <u>Village President</u>		Purpose: <u>Legislative Networking</u>	
Date From: <u>9-23-21</u>	Date To: <u>9-23-21</u>	Method of Travel:	
Destination: <u>537 E State St, Geneva, IL</u>		Zip Code: <u>60134</u>	
Department: <u>Legislative</u>		GL Account Number: <u>01.410.4390</u>	

Expense Information (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)				
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates can be found on gsa.gov The Village uses the total daily federal per diem rates to determine the maximum allowable meals and incidentals charged to an employee's purchasing card. (Receipts are always required) Alcohol is not an eligible expense for reimbursement See part day limits under the excerpt M&IE section (flip side)
Transportation To/From Event				
Lodging				
Transportation During Event				
Registration	<u>\$40.00</u>	<u>\$40.00</u>		
Meal & Tips / Gratuities				
Miscellaneous				
Describe Miscellaneous:				
TOTAL EXPENSES	<u>\$40.00</u>	<u>\$40.00</u>		

Signatures			
By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.			
Estimate Expense Approval			
Employee	<u>Mark Gaffino</u>	<u>NS</u>	Date <u>9-15-21</u>
Immediate Supv:			Date
Executive Asst.:	<u>[Signature]</u>		Date <u>9-15-21</u>
Actual Expense Approval			
Employee	<u>Mark Gaffino</u>	<u>NS</u>	Date <u>10-12-21</u>
Dept. Head:			Date
Executive Asst.:	<u>[Signature]</u>		Date <u>10-12-21</u>

Do any **actual expense(s)** or **reimbursable requests** exceed the maximum allowable amounts per policy? ☒ No ☐ Yes If Yes, Explain Below

Village Board Roll Call Vote Approval, if necessary: ☐ YEA ☐ NAY Date _____

Metro West Council of Government
5 E. Downer Place, Suite E
Aurora, IL 60505 US
Kmlange.mwcog@gmail.com

Invoice



BILL TO

Village of North Aurora
Attn: Accounts Payable
25 East State Street
Illinois
North Aurora, IL 60542

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4525	10/05/2021	\$80.00	11/04/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Board Meetings	September 30, 2021 Board Meeting: Mark Gaffino Steve Bosco	2	40.00	80.00

Thank you from Metro West!!!

BALANCE DUE

\$80.00



Memorandum

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: October 8, 2021
Re: Resolution to Perform Work in State Right of Way

IDOT typically requires any entity performing work in the Right of Way (R.O.W.) to furnish a surety bond in the amount that cover the restoration costs. In lieu of this requirement, IDOT allows municipalities to pass a resolution acknowledging the Village will restore the disturbed areas. This resolution would remain in effect for two years.

Even in emergency situations like water main breaks, the Village of North Aurora is required to obtain written permission. However verbal authorization can be granted prior to the receipt of a written permit. If the emergency occurs after hours or on weekends, the Village can receive permission from the Communications Center.

RESOLUTION NO. _____

RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY NORTH AURORA

WHEREAS, the Village of North Aurora, hereinafter referred to as MUNICIPALITY, located in the County of Kane, State of Illinois, desires to undertake, in the years 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, watermain, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and,

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the Village President and the Board of Trustees as follows:

FIRST, that MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND, that all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

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

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

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

Laura Curtis _____

Michael Lowery _____

Mark Carroll _____

Todd Niedzwiedz _____

Mark Guethle _____

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.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk



Memorandum

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: October 18, 2021
Re: Green Infrastructure Policy

At the September 20, 2021 Committee of the Whole meeting, staff presented the Green Infrastructure policy for consideration. At that time there were no questions or comments regarding the policy. Staff is requesting the approval of the policy for its inclusion with other Public Works Policies.

Periodically the Illinois Environmental Protection Agency (IEPA) will audit the Village to ensure that we are in compliance with its Municipal Separate Storm Sewer System (MS4) IL40 permit that regulates stormwater pollution. On May 10, 2021, our auditor indicated that we needed to bolster our Green Infrastructure strategies to come into compliance with the permit requirement. The comment specifically said:

1. The Village needs to include more Green infrastructure strategies and green strategy cost and benefits education.

The strategies in this policy are implemented to improve water quality by strategically implementing Green Infrastructure principles into infrastructure projects.

Green Infrastructure

1. Purpose

The Village of North Aurora seeks to improve water quality by strategically implementing Green Infrastructure principles into infrastructure projects.

2. Definition

Section 502 of the Clean Water Act defines green infrastructure as "...the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspiration stormwater and reduce flows to sewer systems or to surface waters. Green infrastructure is a patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the neighborhood or site scale, stormwater management systems that mimic nature soak up and store water.

3. Benefits

Green Infrastructure principles can lead to a cleaner environment and reduce flooding by encouraging infiltration that will recharge aquifers, filter out pollutants, and reduce the volume of runoff.

4. Policy Goals

The Village's Green Infrastructure policy will consider implementing green infrastructure principles through the planning, design, and implementation processes for construction, reconstruction, or retrofit of public infrastructure projects and private development. Implementing green infrastructure throughout the Village can demonstrate the Village's commitment to a cleaner environment and influence citizens to be more environmentally conscious.

5. Exemptions

Green Infrastructure strategies are intended to be implemented where they are context sensitive and financially appropriate. Retrofitting historic properties to include green roofs may not be an appropriate green infrastructure strategy. Similarly it is not the intent of this policy to impose strategies that would limit the ability to develop a property or complete a project. Rather the intent is to consider how green infrastructure can enhance a project and improve the environment in a responsible manner within the context of the project.

6. Evaluation Goals

Success of this project will be measured by the number of projects that plan for, design, and construct projects that include green infrastructure principles.



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: October 14, 2021
Re: Supplemental Entertainment License Class B for Brother Chimp Brewing

Attached is an ordinance for approving a Supplemental Entertainment Class B ("SE-B") Liquor License for Brother Chimp Brewing, 1059 Orchard Road.

Brother Chimp Brewing currently has a Supplemental Entertainment Class A ("SE-A") license, which allows for live solo and duo groups with minimum sound amplification. A SE-B license does not have restrictions on the number of performers allowed. A SE-B license requires board approval for the first issuance, where the board can also add any terms or conditions to the license.

Brother Chimp Brewing has indicated they plan to have one-two live shows/events a week, primarily on weekends, and have said they anticipate most performances being solo and duo groups as allowed by their current SE-A license. However, for increased flexibility they would like to obtain a SE-B license for larger groups.

Brother Chimp Brewing's location is primarily located in a commercial area alongside Orchard Road, with the Randall Crossing subdivision just outside a 200 foot buffer zone from the business; see attached map created by Village staff.

The Village board discussed this item at the October 4, 2021 Committee of the Whole meeting and had no concerns other than to note a condition to issuance that the Board has the right to review the license if there are concerns or complaints, which has been noted in the attached ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SUPPLEMENTAL ENTERTAINMENT CLASS B LIQUOR LICENSE IN THE VILLAGE OF NORTH AURORA FOR THE BUSINESS OF BROTHER CHIMP BREWING

WHEREAS, the business of Brother Chimp Brewing ("Business") located at 1059 West Orchard Road, North Aurora, has expressed interest in obtaining a Village of North Aurora Supplemental Entertainment Class B Liquor License ("SE-B"); and

WHEREAS, in the first year of operations all SE-B Licenses require the approval of the Village of North Aurora Board of Trustees in addition to the Village Liquor Commissioner; and

WHEREAS, the Business currently has the supplemental Entertainment Class A Liquor License, which allows for only solo and duo live entertainment groups with limited amplification equipment; and

WHEREAS, the SE-B License would provide the Business the ability to host larger live entertainment acts in accordance with Village Code; and

WHEREAS, the Village Board has determined to grant the SE-B License with the condition of:

- A. Should the Village become aware of concerns or complaints due to the SE-B License the Village Board has the right to review the license.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings and determinations of the President and the Board of Trustees as if fully stated herein.
2. This Ordinance shall take immediate full 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.

Laura Curtis _____
Mark Carroll _____
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



AFFIDAVIT FOR ANNUAL NORTH AURORA LIQUOR LICENSE RENEWAL
March 1, 2020 through February 28, 2021

Date: September 21, 2021

Customer No. _____

Business Name: Brother Chimp Brewing

Applicant/Manager Name: Stephen Newman

Address: 1059 W Orchard Rd

Please review the North Aurora Code of Ordinances Section 5.08.340 – Classifications of licenses – Fees for a complete description of each classification and what each classification allows.

- ☐ **Class A** – Large Restaurant License – Minimum indoor seating of 125 for standalone building or 75 for premises of a multi-space building. **Number of seats** _____ **Annual Fee - \$2,400**
- ☐ **Class B** – Small Restaurant License – Indoor seating of less than 125 for a standalone building or less than seating for 75 for premises of a multi-space building. **Number of seats** _____ **Annual Fee - \$2,200**
- ☐ **Class C** – Limited Restaurant License – Beer and Wine only **Annual Fee - \$1,900**
- ☐ **Class D** – Liquor Store License **Annual Fee - \$2,400**
- ☐ **Class E** – Large Area Package License – 3,000 square feet or greater **Annual Fee - \$2,400**
- ☐ **Class F** – Small Area Package License – no greater than 3,000 square feet **Annual Fee - \$1,900**
- ☐ **Class G** – Gas Station License – beer and wine only **Annual Fee - \$1,900**
- ☐ **Class H** – Golf Course License **Annual Fee - \$1,900**
- ☐ **Class J** – Brewery Licenses
 - ☐ J-1 Brewpub **Annual Fee - \$3,000**
 - ☐ J-2 Craft Brewery **Annual Fee - \$3,000**
 - ☐ J-3 Microbrewery **Annual Fee - \$1,500**
- ☐ **Class T** – Tavern License **Annual Fee - \$2,200**
- ☐ **Class L** – Limited Retail License
 - ☐ Class L-1 – Salon License **Annual Fee - \$250**
 - ☐ Class L-2 – Art Exhibit License **Annual Fee - \$500**
 - ☐ Class Art L-3 – Arts Event License **Annual Fee - \$500**
- ☐ **Class M** – Motel/Hotel License ☐ **Annual Fee - \$2,000**
- ☐ **Class N** – Catering License ☐ **Annual Fee - \$200**
- ☐ **Class S** – Supplemental - ☒ **Class S-E – Entertainment (a.) Annual Fee - \$50 (b.) Annual Fee - \$300**
 - ☐ Class S-P – Supplemental Package wine only **Annual Fee - \$100**
 - ☐ Class S-O – Outdoor **Annual Fee - \$50**

THE UNDERSIGNED APPLICANT, BEING DULY SWORN ON OATH, STATES AS FOLLOWS:

That the applicant is personally familiar with the facts set forth in the Liquor License application originally issued by the Village of North Aurora for a Liquor License and that there are no changes in any of the data set forth in said License Application, for currently licensed premises.

Applicant further affirms: If the Licensee is a corporation is, that the corporation is in good standing. (Attach current Certificate of Good Standing from Illinois Secretary of State). That there have been no changes in partnerships, officers, directors, persons holding directly or beneficially more than five percent of the stock or ownership interest, or managers of the establishment that have not been reported to the Village Liquor Commissioner. That no events have occurred since the initial issuance of the license or since its last renewal that would make any personnel of the establishment ineligible to hold the license. All required background investigation and fingerprinting has been completed for all new management.

All applicant's employees who sell or serve alcoholic beverages at retail, or screen patrons and allow their entry onto the premises, have completed the BASSETT, TAMS or TIPS alcohol training program approved by the Village and delivered a certificate of completion for each employee to the Village of North Aurora.

IN ORDER TO RECEIVE YOUR LIQUOR LICENSE RENEWAL, THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS SIGNED AFFIDAVIT OF RENEWAL FORM:

- **APPLICABLE FEE(S)**
- **CURRENT CERTIFICATE OF INSURANCE**
- **CURRENT CERTIFICATE OF GOOD STANDING FROM ILLINOIS SECRETARY OF STATE**
- **PROOF OF ALCOHOL SALES AND SERVICE TRAINING (Current Bassett Training Certificates for ALL Employees Selling and/or Serving Alcohol in your Establishment)**

Liquor License Fee: \$ _____

Additional Supplemental License Fee: Class SE-B Fee: \$ 300.00

Email: Steve@Brotherchimpbrewing.com

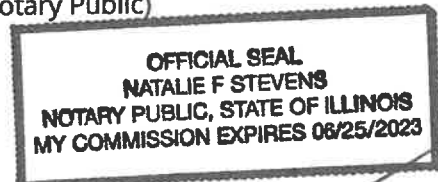
Printed Name: Stephen C Newman Business Phone: (630) 800-1724

Signature: [Signature] Cell Phone: _____

Subscribed and sworn to before me

This 21 day of September, 2021

[Signature]
(Notary Public)



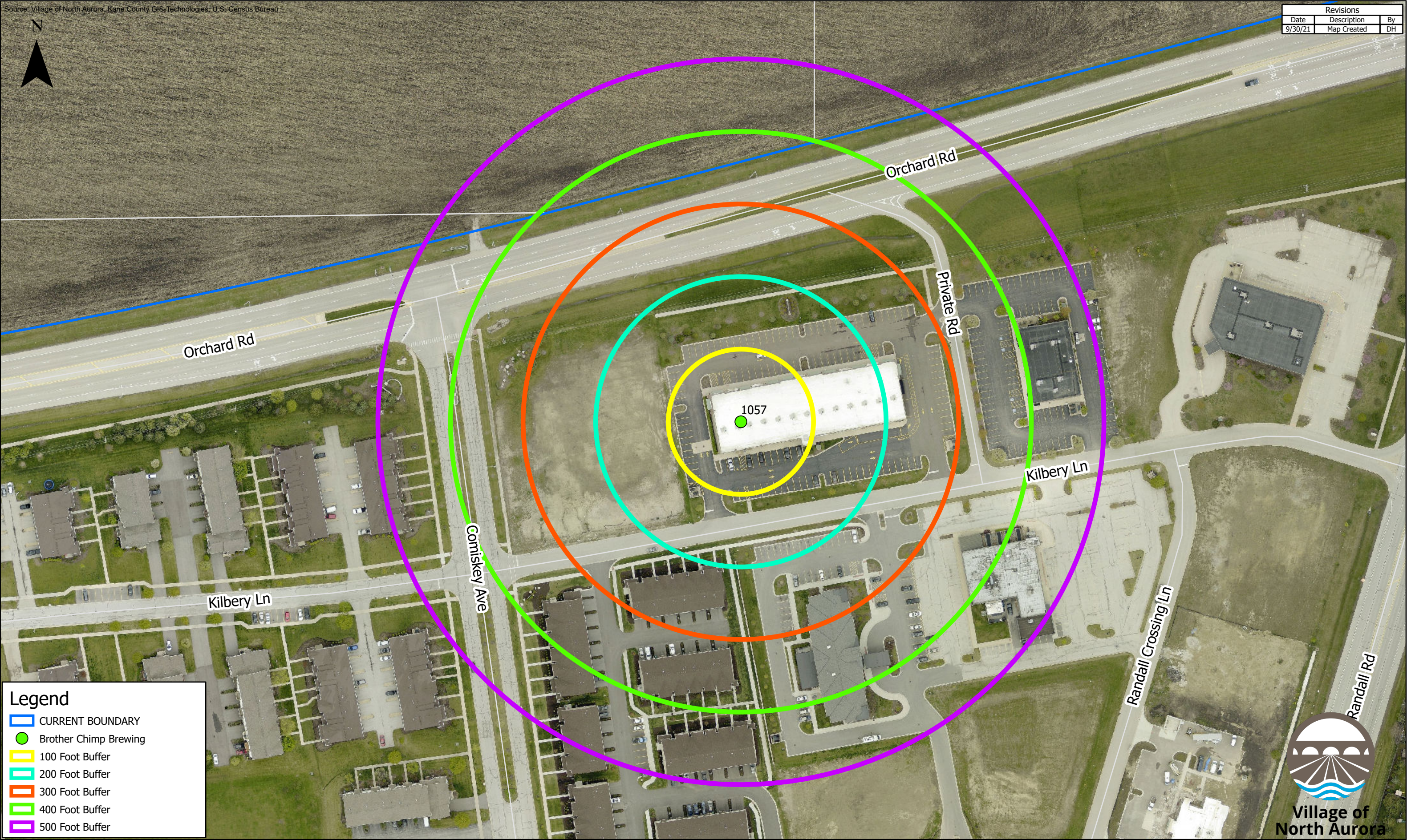
Office Use Only: Class SE-A Fee Paid \$ _____ Date Paid _____ Supplemental License _____

Bassett Training Certificates (all employees) _____ Certificate of Insurance _____ Certificate of Good Standing with State of Illinois _____

Supplemental Entertainment at Brother Chimp Brewing

We are applying for the supplemental entertainment license S-E(b), to allow for some additional flexibility in the type of entertainment we offer. On average we anticipate having 2 shows per week, generally on the weekends. While we anticipate the most of the entertainment, will be limited to solo and duo performers using minimal sound amplification fitting within our current Class S-E (a) license, on occasion we would like to be able to offer a 3 or 4 person with potentially more sound amplification. All shows would always end no later than 10 pm.

Brother Chimp Brewing - Buffer Distances





Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director
Paul Young, Water Operations Superintendent

Date: October 14, 2021

Re: Retroactive Emergency Expenditure Authorization for Well #9

Staff has been acutely monitoring the performance of Well #9 and observed a significant reduction in production in comparison with its initial and expected production values. The observations led staff to believe there was a significant problem with the pump or well piping and immediately contacted Layne Christensen, the contractor who initially installed the pump, in order to mitigate the threat of a significant delay to Well #9 being out of service.

Diagnosing a problem with a pump is not an easy task as it is located hundreds of feet below the surface. In order to effectively understand, diagnose, and ultimately correct the problem, the pump, piping, and well shaft all need to be thoroughly examined. In order to do so the pump needs to be brought to the surface and the shaft televised. As this work includes a substantial amount of specialized equipment and labor the cost associated with the operations can be expensive.

Staff was hopeful that the diagnosis would be covered under the pump warranty; however, the damage is the result of shale (rock formation) collapsing into the well shaft and the result of the pump attempting to pump the solid rock. These types of pumps are not designed to pump solids and therefore the damage is not covered under warranty. Staff will be working with our insurance company to see if this is an expenditure covered under that policy.

The cost to pull the pump, piping, and televise the shaft totaled \$22,432.05, exceeding the Administrator's spending authority of \$15,000. The Village's purchasing policy does not directly account for purchases where work is authorized internally when time is deemed important to resolve an issue and then exceeds the Administrator's authority except similarly as an emergency purchase. In this case, Layne Christensen was specifically used because they installed the pump that is still under warranty and the Village has a service agreement with Layne Christensen for this type of work. Projects such as these have costs

based on the time and materials needed to complete the work as opposed to a flat cost when there may be variables that affect the work being performed. In cases such as this, staff intends to work with the contractors to better communicate if the total may exceed spending authority prior to their work beginning or while it is occurring. The purchasing policy does not require retroactive approval of an emergency purchase that has occurred; however, staff wanted to bring the item to the Village Board for review and authorization.

Staff has received and is reviewing the damage report and recommendations provided by Layne Christensen. Staff agrees with their assessment that the pump needs to be re-built, and the existing shale that collapsed to the bottom of the well shaft needs to be removed. We are also exploring other options for a more permanent fix for the well shaft. These include providing the damage report to the contractor that initially drilled the well shaft to see if there are alternate solutions to prevent shale from entering the shaft. If we simply repair the pump without addressing the concerns of the collapsing rock formations, it is very possible we will end up in this same situation in the future. Unfortunately it is also a possibility that there is no known way to stabilize the collapsing formation which means the pump could again need repair.

At this time staff is requesting that the costs associated with pulling the Well #9 pump are retroactively authorized in the amount of \$22,432.05.



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

630/897-6941
graniteconstruction.com

October 14, 2021

Mr. Paul Young, Water Superintendent
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

RE: Well 9

Mr. Young:

The Byron Jackson submersible pump has been removed from Well 9 due to declining capacity. Based on Village data, the capacity had declined approximately 150 GPM since this past spring. During the removal of the pump, an extraordinary amount of shale fragments was noted on the pump's 10" couplings, bowl assembly, and motor.

While all six 8RND male ends and one 8V male end of the Line Pipe exhibited damaged threads, there is no indication that water was being lost through the pipe.

One of the stainless bands on the motor was displaced downward indicating the motor was tight to the well's wall at some point during pump removal.

The bowl assembly has been disassembled and inspected. There was no material (shale) found in the bowl interior. There was only a small piece of shale wedged in the bowl's suction screen. The bowl's bushing and impeller skirt tolerances were measured with a micrometer. The clearance around the impeller skirts exceed .100" indicating the pump was passing solids. This very high wear accounts for the lost capacity. The bowl bushing clearances either exceed, or on the high end of acceptable tolerance.

The well was televised on October 6. There is a moderate shale crevice between 794' and 798', a very large shale crevice from 805' to 817' and another moderate shale crevice between 927' and 930'. All three areas exhibit loose shale. The camera deviated sharply to the side at 812'. The well's total depth is 1312' indicating 18' of fill in the well. There are large chunks of shale resting on the bottom.

While the declining capacity manifested itself close to one year of this pump's installation, the repair does not meet warranty criteria as the decline in capacity is due to abrasives from the well. Layne requests compensation for removal and inspection of the pump and for the television survey. Cost to date totals \$22,432.05 which includes the Professional Services Agreement Labor and Specialty Services discounts.

Layne will remedy the damaged pipe threads and couplings at no cost to the Village.

Pump Repair and Reinstallation

Layne will proceed with pump repair and reinstallation upon the Village's written notice to proceed. Layne will perform the work on a time and material basis per the attached Schedule B and the terms and deducts of the PSA. The following cost estimates include the PSA Labor and Specialty Services deducts.

Please find the pump's Bowl Inspection Report (BIR) and Television Survey Report attached. Based upon the recommendations of the BIR, estimated project costs are as follows:

1. Labor and Equipment to date:	\$22,432
2. Rebuild bowl assembly, estimate	\$12,500
3. Attempt to bail to total depth, estimate three days	\$12,000
4. Reinstall pump and test to waste, estimate	<u>\$27,000</u>

Total Project Estimate	\$73,932
------------------------	----------

Well Rehabilitation

Repairing and reinstalling the pump does not address the well issue and continued abrasive wear is a possibility. There is no way to determine the extent of the well's continued inclination to cave shale.

Layne' offers two options to consider to line off the problematic shale crevices between 794' and 930'. Both options include risk for success, particularly with the large crevice deviation at 812'. Both ballpark in the \$250,000 range. Under present circumstances, estimated completion times range between six months and one year.

Layne has utilized a Hook Wall Packer in the past to line wells in the past under two or three extreme circumstances. The Hook Wall Packer utilizes expandable jaws to suspend and friction lock the liner. This is an oil field method developed for much smaller diameter wells. It is best used when the expandable jaws are placed within casing as opposed to open bore hole.

Fill material, such as pea gravel, could be used as a base for the liner by filling the well to the liner's bottom elevation. The liner would set down on the pea gravel and its annulus pressure grouted from that point to the surface. A drilling rig would be used to remove the pea gravel.

Given the risk of success, the cost, and the turnaround time involving well rehabilitation, and the possibility that the worst may be over regarding shale caving, reinstallation of the pump and pump performance monitoring appears to be the most practical, economical, and least speculative option at this time.

Layne Christensen Company



William Balluff, PE
Account Manager III

WORK ORDER



Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

PROFESSIONAL SERVICES AGREEMENT SCHEDULE B

Purchaser: VILLAGE OF NORTH AURORA

Job Location: WELL 9

SERVICE RATES - EFFECTIVE OCTOBER 1, 2021

	Straight Time		Overtime Doubletime	
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	196.00	1568.00	294.00	392.00
Serviceman w/service truck and hand tools, or welder	225.00	1800.00	323.00	421.00
Helper	170.00	1360.00	255.00	340.00
Serviceman and 1 Helper	366.00	2928.00	549.00	732.00
<u>Small Rig or Winch Truck</u>				
1 Man Crew	245.00	1960.00	343.00	441.00
2 Man Crew	415.00	3320.00	598.00	781.00
3 Man Crew	585.00	4680.00	853.00	1121.00
<u>Middle Rig, Large Hoist or Flatbed Crane</u>				
1 Man Crew	261.00	2088.00	359.00	457.00
2 Man Crew	431.00	3448.00	614.00	797.00
3 Man Crew	601.00	4808.00	869.00	1137.00
<u>Big Rig, Large Hoist and Poles, or Large Crane</u>				
1 Man Crew	302.00	2416.00	400.00	498.00
2 Man Crew	472.00	3776.00	655.00	838.00
3 Man Crew	642.00	5136.00	910.00	1178.00
4 Man Crew	812.00	6496.00	1165.00	1518.00
Power Tong Usage, per 8 hour shift		470.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	193.00	1544.00	280.00	367.00
12" Threading Machine and Operator	219.00	1752.00	306.00	393.00
Serviceman w/hand tools	174.00	1392.00	261.00	348.00
Helper	166.00	1328.00	249.00	332.00
Sandblast Equipment and 2 man crew	385.00	3080.00	555.00	725.00

Mileage: Auto: \$0.55

Pickup: \$0.70

1-Ton: \$1.00

2-1/2 Ton Flatbed: \$2.10

Semi-Tractor: \$2.75

Subsistence-Per Man

Over 55 miles radius from home office.....\$65.00 + Hotel

REMARKS:

SUBMITTED WITH PROPOSAL OF OCTOBER 14, 2021

Work Authorized on Behalf of Purchaser By: _____

Date: _____

Title: _____



721 WEST ILLINOIS AVE.
AURORA, IL 60506
630.897.6941 PHONE
630.897.6976 FAX

VILLAGE OF NORTH AURORA WELL NO. 9 BOWL ASSEMBLY INSPECTION REPORT

JOB NAME	NORTH AURORA		WELL NO.		DATE	10/07/2021
JOB NO.	6015980	INSPECTED BY	J. KOPP			
		BOWL ASSEMBLY	12 stage 12MQH			

BOWL ASSEMBLY



Shale observed wedged behind cable guard



Shale observed wedged behind cable guard



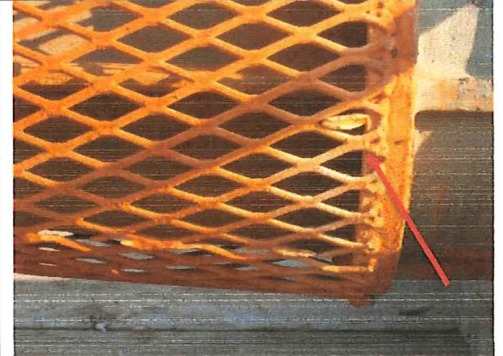
Suction screen clear except on fragment of shale



Shale fragments on bowl port body (just above motor)



Very large shale fragment



Only obstruction in suction screen



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AURORA, IL 60506
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VILLAGE OF NORTH AURORA WELL NO. 9 BOWL ASSEMBLY INSPECTION REPORT



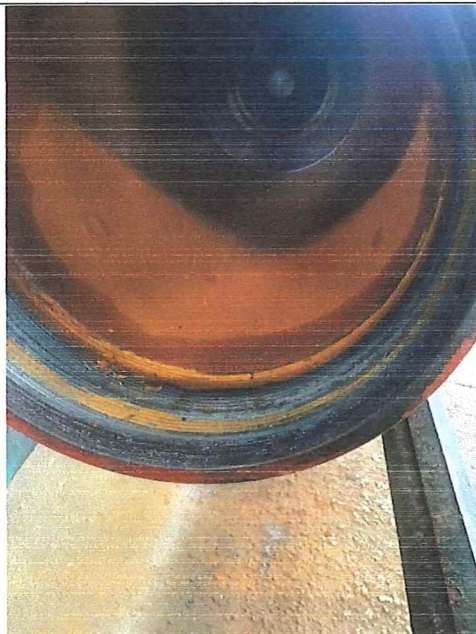
Discolored stainless strap on motor



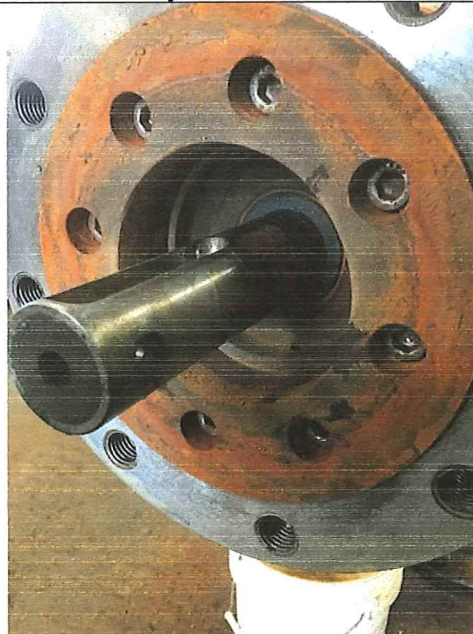
Bowl on Layne machine shop disassembly rack



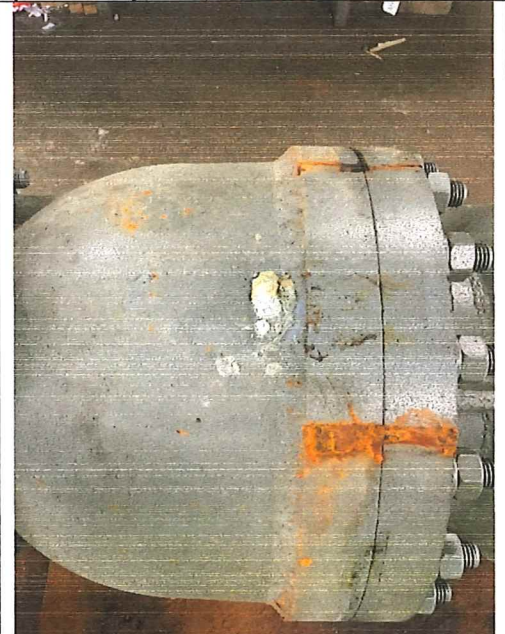
No interior obstructions at lower port body



No interior obstructions in suction casting



No interior debris at top of motor

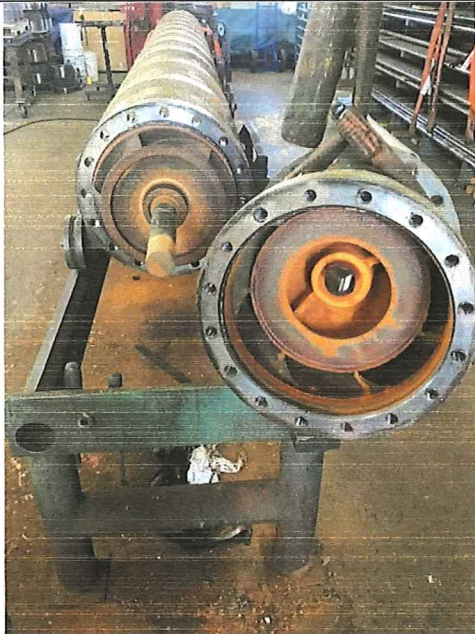


Casting exteriors in good condition (typ.)

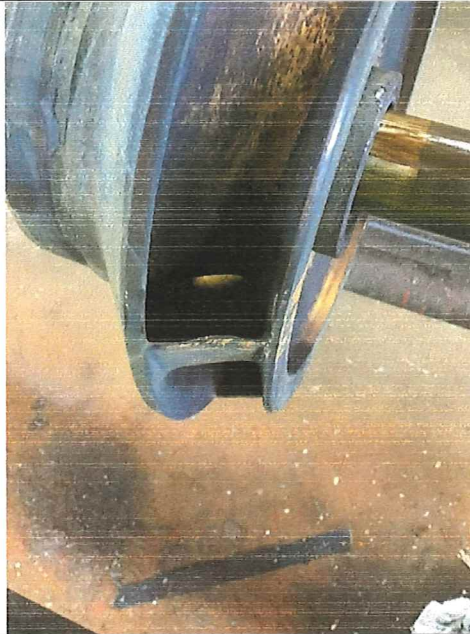


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VILLAGE OF NORTH AURORA WELL NO. 9 BOWL ASSEMBLY INSPECTION REPORT



No obstructions in casting
interiors (typ.)



No obstructions in impellers
(typ.)



Impeller shaft

Bowl Assembly Observations

This pump was removed due to declining capacity. There were no compromises (holes) found in the column pipe. There was an extraordinary amount of shale fragments on the column pipe couplings and bowl assembly. The suction screen inlet was clear except for one piece of wedged shale. There was no shale obstruction throughout the bowl interior.

The bowl micrometer report indicates extraordinary wear to the clearances at the impeller skirts. Bowl bushing tolerances are on the high end of tolerances with three bushings exceeding acceptable tolerance.

The impeller shaft, stainless fasteners, stainless stariner, and collets are in good condition. Interior ceramic coating is in good condition.

Reference attached Bowl Assembly Inspection Report.

Bowl Assembly Recommendations

Rebuild bowl assembly with debur and polish collets, true impellers, bore cases for custom bronze wear rings, replace bushings.



BOWL ASSEMBLY INSPECTION REPORT

Project		North Aurora, IL		Well No.	9	Date	10-5-2021
Project No.		6015980		Inspected by		John Kopp	
Serial No.				Bowl Assembly		12MQH – 12 Stage Full Dia.	
Stage No.	Wear Ring	Impeller Skirt	Clearance	Bearing ID	Impeller Shaft	Clearance	
1 (suction)	6.598	6.475	.123	1.700/1.700	1.687	.013	
2	6.605	6.473	.132	1.701	1.687	.014	
3	6.595	6.473	.122	1.700	1.687	.013	
4	6.594	6.472	.122	1.699	1.687	.012	
5	6.592	6.473	.119	1.699	1.687	.012	
6	6.592	6.473	.119	1.699	1.687	.012	
7	6.592	6.473	.119	1.699	1.687	.012	
8	6.595	6.474	.121	1.698	1.687	.011	
9	6.588	6.472	.116	1.698	1.687	.011	
10	6.592	6.473	.119	1.698	1.687	.011	
11	6.590	6.471	.119	1.699	1.687	.012	
12	6.590	6.470	.120	1.699	1.687	.012	
			Top Case	1.697	1.687	.010	
Impeller Shaft	1-11/16” X 168-7/8”, ok for reuse						
Fasteners	SST, Studs/Lock-Washers/Nuts – replace lock-washers						
Strainer	SST, Ok for reuse						
Collets	SST, Ok for reuse						

COMMENTS: All castings/impellers/miscellaneous items appear in good working condition. Found small shale stone stuck in the suction screen (saved) and shale stuck to the exterior, but no fragments found within the pump. Appears to have an excessive amount of wear to the skirt/ring area for only running for a short period of time. Prior to disassembly, the pump rotated with minimal amount of drag. Factory applied ceramic coating appears to be intact and in good condition. Pump is reusable with shop repair recommendations.

WATER RESOURCES



DOWNHOLE VIDEO SURVEY REPORT

Date 10/06/2021

Client: Village of North Aurora

Project Number: 6015980 Well No: 9 S.W.L. 608'

Location: Feltes Lane

County: Kane City: North Aurora State: IL

Flash Drive Made: Yes ☒ No ☐ Well Back flushed No

Driller's Report: 22" cemented case to 650', 21" hole to 1330' TD


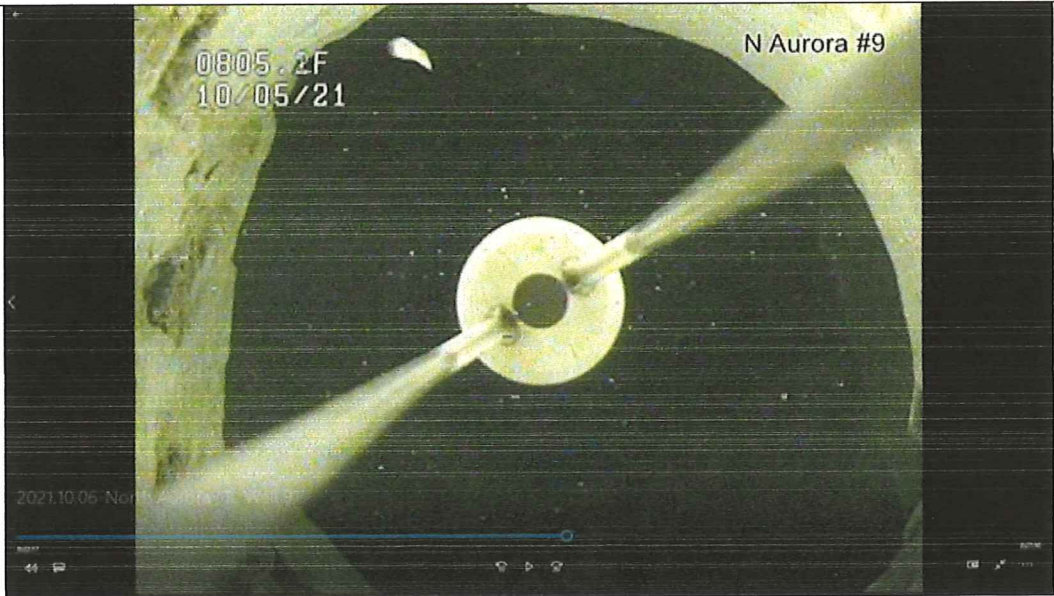
Depth	Description
	All measurements from top of pitless case
608'	Static Water Level
605'	
Bottom of 22" case	

WATER RESOURCES



A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

794'	798' Crevice with small fractures	
	805' Start of large crevice	

WATER RESOURCES

721 W. Illinois Avenue; Aurora, IL 60506 | Office: 630-897-6941 | Fax: 630-897-6976 | layne.com



A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

	806' Large shale crevice	
	810' Large crevice, camera deviation to side of hole	



WATER RESOURCES

721 W. Illinois Avenue; Aurora, IL 60506 | Office: 630-897-6941 | Fax: 630-897-6976 | layne.com



A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

	817'	<p>Camera recentered coming out of large crevice</p> 
927'	930'	<p>Moderate crevice</p> 

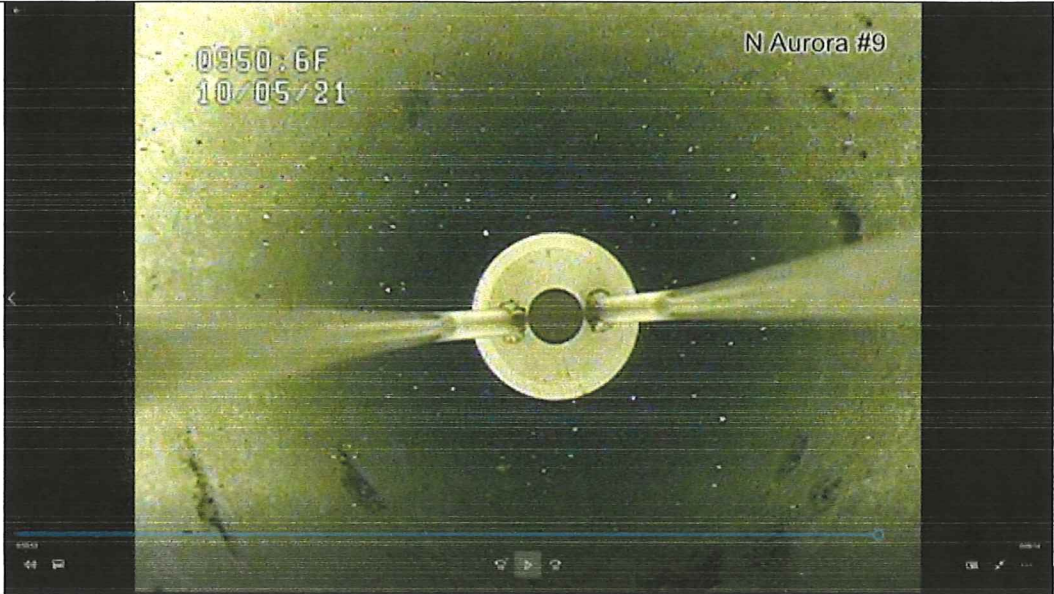

WATER RESOURCES

721 W. Illinois Avenue; Aurora, IL 60506 | Office: 630-897-6941 | Fax: 630-897-6976 | layne.com



A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

	950' In the area of pump suction	
	1312' Total depth 18' of fill	

Technician	J. Rumble	Account Manager	William Balluff, P.E.
Project Manager	William Balluff, P.E.	Operations Review	William Balluff, P.E.

WATER RESOURCES

721 W. Illinois Avenue; Aurora, IL 60506 | Office: 630-897-6941 | Fax: 630-897-6976 | layne.com

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: October 11, 2021
Re: Approval of Salt Purchase

The Village purchases salt through the Illinois Central Management System's Bureau of Strategic Sourcing. This agency uses a program called BidBuy to leverage the purchasing power of many municipalities and counties throughout the state. In March, the Village submitted the amount of salt it would like to order to the State to be included in their bid process. Each contract with the State runs two years. This year the Village was in the group of municipalities required to re-bid the contract. This worked in our favor as our price decreased from \$96.25/ ton to \$61.98/ ton, which is a 55% decrease in price.

The program provides the Village with some flexibility because it offers the opportunity to receive 120% of our requested amount of salt without an increase in the unit price. If we have a severe winter season we have the ability to order additional salt to meet the demands of the storm and provide a safe road network for motorists. If the salt is not used, the Village still has the option to take advantage of the price and request delivery and store salt at the end of winter if there is room in the salt domes. Last year the Village requested 3,000 tons but only needed to order 2,450 tons.

The table below displays past unit prices for salt, tons ordered, as well as the total cost of past years' programs. If we have a severe winter season, the Village has the ability to exercise the contract option to receive up to an additional 20% of its allocation, so we have budgeted \$300,000 to purchase up to 3,600 tons if needed.

Winter	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	100%	120%
						2021-2022	2021-2022
[\$/Ton]	\$65.90	\$53.20	\$58.52	\$96.25	\$96.25	\$61.98	\$61.98
[Tons]	2,250	2,268	2,730	2,500	2,450	3,000	3,600
\$148,275.00		\$120,657.60	\$159,759.60	\$240,625.00	\$235,812.50	\$185,940.00	\$223,128.00

Staff is requesting the approval of a salt purchase in the amount of \$185,940.00 with the option of spending \$223,128.00 if we encounter severe weather conditions.

**Memorandum**

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: October 11, 2021
Re: Environmental and Existing Conditions Assessment Services Agreement

The Village has four projects that are currently in design phases that require environmental soil testing and/or assessment of the existing soil or pavement. The projects include: Cherrytree Court Sanitary Sewer Extension, Chestnut, Spruce, and Locust Water Main Replacement, 2022 Road Program, and the Tanner/Remington Outfall Conveyance Storm Sewer. Obtaining this information is necessary to complete each of the project designs.

Village staff prepared a Request for Proposals (RFP) to obtain pricing from firms to perform these services. Two firms submitted proposals and the results are summarized below:

	Rubino Engineering Inc.	Testing Service Corporation
Cherrytree Sanitary Sewer Environmental Testing	\$ 3,000.00	\$ 1,000.00
Chestnut, Spruce, Locust Water Main Environmental Testing	\$ 1,000.00	\$ 1,000.00
Chestnut, Spruce, Locust Water Main Pavement Cores	\$ 1,600.00	\$ 980.00
2022 Road Program Environmental Testing	\$ 1,400.00	\$ 1,300.00
2022 Road Program Pavement Cores	\$ 5,850.00	\$ 4,300.00
Tanner/Remington Storm Sewer Soil Borings (22)	\$ 16,000.00	\$ 12,500.00
Tanner/Remington Storm Sewer Soil Borings Each Additional	Not Included	\$ 550.00
Total Base Cost	\$ 28,850.00	\$ 21,080.00

Testing Service Corporation (TSC) was responsive to the RFP and provided the most competitive pricing for each of the services. Staff has worked with TSC in the past and they have performed satisfactorily.

After reviewing the professional services agreement, it is the Staff recommendation to approve the agreement with TSC for the Total Base Cost of \$21,080.00. There is adequate funds budgeted within each of the respective funds for the projects.

October 6, 2021



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Brandon Tonarelli
Village of North Aurora
25 East State Street
North Aurora, IL 60547

RE: P.N. 67,834
Potentially Impacted Property Evaluation for LPC-662 Form &
Contingency for Soil Sampling and Laboratory Analyses for LPC-663 Form
16 & 18 N. Cherrytree Court Sanitary Sewer Ext
16 & 18 Cherrytree Court
North Aurora, IL

Dear Mr. Tonarelli:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form at the above captioned project. The proposal was prepared in response to your request for proposal of September 21.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Project Description:

Our understanding of the existing site conditions and the proposed construction project are as follow:

- Extension of a sanitary sewer in a residential area will generate excess soil for disposal.

Records Review:

TSC will evaluate current Federal and State environmental agency records for the source site and vicinity by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources, both the source site and from adjoining properties which may cause the source site to be considered a PIP. Historical aerial photographs and topographic maps will be reviewed to identify the approximate development date and current and previous usage of the source site and adjoining properties. TSC will also perform a site reconnaissance to evaluate the property for evidence of the use or release of hazardous substances or petroleum products and to collect a sample for pH analysis.

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities. Based on the reported use, it is expected that the site will not be identified as a PIP and that a LPC-662 form may be utilized.

LPC-663 Sampling Program (if required):

In the event that the source site is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will contact the client to discuss the soil sampling and analysis to be performed for completion of the LPC-663 form at additional costs outlined in this proposal. Soil will be sampled by hand auger methods and screened using a photo-ionization detector (PID). One sample will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. The sample will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The analysis performed will be based on the information identified during the records review and site reconnaissance and/or the requirements of the USFO. Common analysis required by most CCDD facilities typically includes volatile organic compounds (VOCs), polynuclear aromatics (PNAs), RCRA metals and pH. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis, at additional analytical cost, noted but not included in this cost estimate, if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Geologist. The LPC-663 Form will be included as an attachment to the report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Turnaround Time:

The estimated costs of the outlined scope of services is presented on a Cost Estimate. Completion of the PIP Evaluation, sampling and analysis for completion of the LPC-663 Form can be expected approximately 2 weeks following authorization to proceed at standard 5-7 business day laboratory turnaround. If expedited turnaround is needed, 2-3 day turnaround may generally be obtained from the laboratory at a surcharge of 100%. Please notify TSC if you authorize this additional charge.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Consultation, meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

Closure:

It should be noted that analysis of additional parameters may be required by some USFO facilities. If additional analysis is required, please notify TSC as quickly as possible and TSC can quote the additional costs. Some organic analytical parameters have a holding time of as little as 14 days, after which the laboratory cannot certify the analysis, and resampling of the soil will be necessary. Metals typically have a holding time of 6 months.

The services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brandon Tonarelli
Village of North Aurora
25 East State Street
North Aurora, IL 60547
Tel: (630) 897-8228
Fax: (630) 897-8258
email: btonarelli@northaurora.org

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Brian K. Walker
Environmental Department Manager

Enc: Cost Estimate
General Conditions

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
P.N. 67,834
Potentially Impacted Property Evaluation, Sampling & Analysis for LPC-662/663
16 & 18 N. Cherrytree Court Sanitary Sewer Extension
16 & 18 Cherrytree Court
North Aurora, IL

ITEM		UNITS	QTY	RATE	COST
RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, pH Analysis & Preparation of PIP Evaluation Report & LPC-662 Form for Owner Signature	Lump Sum	1.0	1,000.00	\$ 1,000.00
IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS.					
ANALYTICAL TESTING FOR LPC-663 ANALYSIS					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround	Each	1	500.00	\$ 500.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	135.00	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,642.00	\$ 0.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analysis for Completion of Waste Profile if Soil is Landfilled	Hour	0.0	1,000.00	\$ 0.00
ESTIMATED COST FOR PIP EVALUATION AND FORM LPC-662					\$ 1,000.00
ESTIMATED ADDITIONAL COST FOR LPC-663 ANALYSIS (STANDARD TAT):					\$ 1,000.00
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 FORM (STANDARD TAT):					\$ 2,000.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

October 6, 2021



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Brandon Tonarelli
Village of North Aurora
25 East State Street
North Aurora, IL 60547

RE: P.N. 67,835
Potentially Impacted Property Evaluation for LPC-662 Form &
Contingency for Soil Sampling and Laboratory Analyses for LPC-663 Form
Chestnut, Spruce & Locust St Watermain Replacement
Chestnut, Spruce & Locust Streets
North Aurora, IL

Dear Mr. Tonarelli:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form at the above captioned project. The proposal was prepared in response to your request for proposal of September 21.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Project Description:

Our understanding of the existing site conditions and the proposed construction project are as follow:

- Watermain replacement at the above streets in a residential area will generate excess soil for disposal. Coring of the streets is presented in a separate TSC proposal.

Records Review:

TSC will evaluate current Federal and State environmental agency records for the source site and vicinity by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources, both the source site and from adjoining properties which may cause the source site to be considered a PIP. Historical aerial photographs and topographic maps will be reviewed to identify the approximate development date and current and previous usage of the source site and adjoining properties. TSC will also perform a site

reconnaissance to evaluate the property for evidence of the use or release of hazardous substances or petroleum products and to collect a sample for pH analysis.

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities. Based on the reported use, it is expected that the site will not be identified as a PIP and that a LPC-662 form may be utilized.

LPC-663 Sampling Program (if required):

In the event that the source site is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will contact the client to discuss the soil sampling and analysis to be performed for completion of the LPC-663 form at additional costs outlined in this proposal. Soil will be sampled by TSC during the collection of pavement outlined in the TSC coring proposal, prepared under a separate proposal. Samples will be screened using a photo-ionization detector (PID). One sample will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. The sample will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The analysis performed will be based on the information identified during the records review and site reconnaissance and/or the requirements of the USFO. Common analysis required by most CCDD facilities typically includes volatile organic compounds (VOCs), polynuclear aromatics (PNAs), RCRA metals and pH. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, additional analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis, at additional analytical cost, noted but not included in this cost estimate, if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Geologist. The LPC-663 Form will be included as an attachment to the report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in

connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Turnaround Time:

The estimated costs of the outlined scope of services is presented on a Cost Estimate. Completion of the PIP Evaluation, sampling and analysis for completion of the LPC-663 Form can be expected approximately 2 weeks following authorization to proceed at standard 5-7 business day laboratory turnaround. If expedited turnaround is needed, 2-3 day turnaround may generally be obtained from the laboratory at a surcharge of 100%. Please notify TSC if you authorize this additional charge.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Consultation, meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

Closure:

It should be noted that analysis of additional parameters may be required by some USFO facilities. If additional analysis is required, please notify TSC as quickly as possible and TSC can quote the additional costs. Some organic analytical parameters have a holding time of as little as 14 days, after which the laboratory cannot certify the analysis, and resampling of the soil will be necessary. Metals typically have a holding time of 6 months.

The services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brandon Tonarelli
Village of North Aurora
25 East State Street
North Aurora, IL 60547
Tel: (630) 897-8228
Fax: (630) 897-8258
email: btonarelli@northaurora.org

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Brian K. Walker
Environmental Department Manager

Enc: Cost Estimate
General Conditions

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
P.N. 67,835
Potentially Impacted Property Evaluation
Chestnut, Spruce & Locust St Watermain Replacement
Chestnut, Spruce & Locust Streets
North Aurora, IL

ITEM		UNITS	QTY	RATE	COST
RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, pH Analysis & Preparation of PIP Evaluation Report & LPC-662 Form for Owner Signature	Lump Sum	1.0	1,000.00	\$ 1,000.00
IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS.					
ANALYTICAL TESTING FOR LPC-663 ANALYSIS					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround	Each	1	500.00	\$ 500.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	135.00	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,642.00	\$ 0.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analysis for Completion of Waste Profile if Soil is Landfilled	Hour	0.0	1,000.00	\$ 0.00
ESTIMATED COST FOR PIP EVALUATION AND FORM LPC-662					\$ 1,000.00
ESTIMATED ADDITIONAL COST FOR LPC-663 ANALYSIS (STANDARD TAT):					\$ 1,000.00
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 FORM (STANDARD TAT):					\$ 2,000.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Office:

650 N. Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

October 7, 2021

Mr. Brandon Tonarelli, P.E., Village Engineer
Village of North Aurora
25 East State Street
North Aurora, Illinois 60547

RE: P.N. 67,840
Project #2 - Pavement Exploration
Chestnut, Spruce and Locust Street Watermain Replacement
North Aurora, Illinois

Dear Mr. Tonarelli:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Pavement Exploration Services for the above captioned project. It is in response to the email from yourself to Mr. Brian K. Walker, P.G. and Mr. Steven R. Koester, P.E., of TSC on September 21, 2021. The objectives of our services are to explore pavement conditions.

It is understood that new watermain will be installed as part of Project #2 in the Village of North Aurora along Chestnut, Spruce and Locust Streets. In connection with this work, it is understood that you would like us to perform pavement cores.

Please note that an Environmental Analysis in connection with the IEPA LPC-662 Form will also be performed by TSC and the environmental services will be in a separate proposal.

Coring Program:

Per the Request For Proposal (RFP) from the village for Project #2, a total of three (3) pavement cores are proposed for this project. The pavement cores will be performed with a cylindrical coring machine, with pavement and base course thicknesses measured and materials described. Subgrade samples will also be collected.

For the purposes of this proposal we have assumed that the coring locations will be accessible to conventional coring equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) are also not included in the project budget.

Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private and/or interior underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary. TSC plans to utilize personnel who are trained in layout procedures to stake the cores in the field. Cores will be staked/located by conventional taping/measuring wheel methods.

The subgrade soil samples collected at each core will primarily be obtained by split-spoon, geoprobe and/or hand augering methods. A representative portion of the subgrade sample will be placed in a glass jar with screw-type lid for transportation to our laboratory. Representative samples will also be collected

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

for our environmental departments use (pH testing) Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface. Considering the time of year, the use of cold mix asphalt patching is proposed - the asphalt patch will be well compacted.

Laboratory Testing:

Soil samples obtained from the cores will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval. Pavement cores will be measured and described in the TSC laboratory by an engineer or experienced senior technician.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including core results and a location plan. A digital photograph will be taken of each core per the RFP.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Nine Hundred Eighty Dollars (\$980.00) to provide the Pavement Exploration outlined above. Our fee is further subject to this proposal being accepted by you on or before January 31, 2022.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or pavement compaction testing and observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Project #2 - Pavement Exploration
North Aurora, Illinois
P.N. 67,840 - October 7, 2021

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brandon Tonarelli, P.E., Village Engineer
Village of North Aurora
25 East State Street
North Aurora, Illinois 60547

Phone: 331.385.6432
email: btolarelli@northaurora.org

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our DeKalb, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Steven R. Koester, P.E.
Vice President

SRK/jt

Project #2 - Pavement Exploration
North Aurora, Illinois
P.N. 67,840 - October 7, 2021

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

Project #2 - Pavement Exploration
North Aurora, Illinois
P.N. 67,840 - October 7, 2021

COST ESTIMATE
Pavement Exploration
Chestnut, Spruce and Locust Street Watermain Replacement
North Aurora, Illinois
TSC P.N. 67,840

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Core Locations and/or Arrange for Clearance of Underground Utilities	Hour	1.5	120.00	\$ 180.00
1.2	Private Locator to Mark Private and/or Interior Underground Utility Lines	Cost + 10%	0	850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal) (0-8 hour day)	Day	0	3,200.00	\$ 0.00
2.2	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal) (0-10 hour day)	Day	0	3,700.00	\$ 0.00
2.3	Drill Crew Down Time	Hour	0	500.00	\$ 0.00
2.4	Perform Pavement Cores	Lump Sum	1	360.00	\$ 360.00
2.5	Patch Bore/Core Holes with Cold Mix	Each	3	5.00	\$ 15.00
LABORATORY TESTING					
3.1	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	3	8.00	\$ 24.00
3.2	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	0	16.00	\$ 0.00
3.3	Dry Unit Weight Determination	Each	0	8.00	\$ 0.00
SEISOPT REMI TESTING					
4.1	Measure Average Soil Shear Wave Velocity to 100' in Depth by SeisOpt ReMi Method (Used to Determine IBC Site Class for Seismic Design)	Each	0	750.00	\$ 0.00
ENGINEERING SERVICES					
5.1	Prepare Report with Core Logs, Core Photos and Location Plan	Lump Sum	1	400.00	\$ 400.00

Project #2 - Pavement Exploration
 North Aurora, Illinois
 P.N. 67,840 - October 7, 2021

ITEM		UNITS	QTY	RATE	COST
5.2	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	165.00	\$ 0.00
	ESTIMATED TOTAL:				\$ 979.00
	RECOMMENDED BUDGET:				\$ 980.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

October 6, 2021



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Brandon Tonarelli
Village of North Aurora
25 East State Street
North Aurora, IL 60547

RE: P.N. 67,836
Potentially Impacted Property Evaluation for LPC-662 Form &
Contingency for Soil Sampling and Laboratory Analyses for LPC-663 Form
2022 Road Program
Various Streets
North Aurora, IL

Dear Mr. Tonarelli:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form at the above captioned project. The proposal was prepared in response to your request for proposal of September 21.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Project Description:

Our understanding of the existing site conditions and the proposed construction project are as follow:

- Full depth asphalt removal with spot base repairs of approximately 5 miles of streets in residential areas depicted on Exhibit C of the RFP will generate excess soil for disposal. Coring at 16 locations is presented in a separate TSC proposal.

Records Review:

TSC will evaluate current Federal and State environmental agency records for the source site and vicinity by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources, both the source site and from adjoining properties which may cause the source site to be considered a PIP. Historical aerial photographs and topographic maps will be reviewed to identify the approximate development date and

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

current and previous usage of the source site and adjoining properties. TSC will also perform a site reconnaissance to evaluate the property for evidence of the use or release of hazardous substances or petroleum products and to collect five samples for pH analysis.

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities. Based on the reported use, it is expected that the site will not be identified as a PIP and that a LPC-662 form may be utilized.

LPC-663 Sampling Program (if required):

In the event that the source site is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will contact the client to discuss the soil sampling and analysis to be performed for completion of the LPC-663 form at additional costs outlined in this proposal. Soil will be sampled by TSC during the collection of pavement outlined in the TSC coring proposal, prepared under a separate proposal. Samples will be screened using a photo-ionization detector (PID). One sample will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. The sample will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The analysis performed will be based on the information identified during the records review and site reconnaissance and/or the requirements of the USFO. Common analysis required by most CCDD facilities typically includes volatile organic compounds (VOCs), polynuclear aromatics (PNAs), RCRA metals and pH. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, additional analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis, at additional analytical cost, noted but not included in this cost estimate, if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Geologist. The LPC-663 Form will be included as an attachment to the report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Geologist will not

be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Turnaround Time:

The estimated costs of the outlined scope of services is presented on a Cost Estimate. Completion of the PIP Evaluation, sampling and analysis for completion of the LPC-663 Form can be expected approximately 2 weeks following authorization to proceed at standard 5-7 business day laboratory turnaround. If expedited turnaround is needed, 2-3 day turnaround may generally be obtained from the laboratory at a surcharge of 100%. Please notify TSC if you authorize this additional charge.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Consultation, meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

Closure:

It should be noted that analysis of additional parameters may be required by some USFO facilities. If additional analysis is required, please notify TSC as quickly as possible and TSC can quote the additional costs. Some organic analytical parameters have a holding time of as little as 14 days, after which the laboratory cannot certify the analysis, and resampling of the soil will be necessary. Metals typically have a holding time of 6 months.

The services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brandon Tonarelli
Village of North Aurora
25 East State Street
North Aurora, IL 60547
Tel: (630) 897-8228
Fax: (630) 897-8258
email: bttonarelli@northaurora.org

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Brian K. Walker
Environmental Department Manager

Enc: Cost Estimate
General Conditions

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
P.N. 67,836
Potentially Impacted Property Evaluation
2022 Road Program
Various Streets
North Aurora, IL

ITEM		UNITS	QTY	RATE	COST
RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, pH Analysis & Preparation of PIP Evaluation Report & LPC-662 Form for Owner Signature	Lump Sum	1.0	1,300.00	\$ 1,300.00
IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS.					
ANALYTICAL TESTING FOR LPC-663 ANALYSIS					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround	Each	1	500.00	\$ 500.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	135.00	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,642.00	\$ 0.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analysis for Completion of Waste Profile if Soil is Landfilled	Hour	0.0	1,000.00	\$ 0.00
ESTIMATED COST FOR PIP EVALUATION AND FORM LPC-662					\$ 1,300.00
ESTIMATED ADDITIONAL COST FOR LPC-663 ANALYSIS (STANDARD TAT):					\$ 1,000.00
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 FORM (STANDARD TAT):					\$ 2,300.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Office:

650 N. Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

October 7, 2021

Mr. Brandon Tonarelli, P.E., Village Engineer
Village of North Aurora
25 East State Street
North Aurora, Illinois 60547

RE: P.N. 67,842
Project #3 - Pavement Exploration
2022 Road Program
North Aurora, Illinois

Dear Mr. Tonarelli:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Pavement Exploration Services for the above captioned project. It is in response to the email from yourself to Mr. Brian K. Walker, P.G. and Mr. Steven R. Koester, P.E., of TSC on September 21, 2021. The objectives of our services are to explore pavement conditions.

It is understood that numerous streets in the northeastern part of North Aurora will be rehabilitated. In connection with this work, referred to as Project #3 in your RFP, it is understood that you would like us to perform pavement cores.

Please note that an Environmental Analysis in connection with the IEPA LPC-662 Form will also be performed by TSC and the environmental services will be in a separate proposal.

Coring Program:

Per the Request For Proposal (RFP) from the village for Project #3, a total of sixteen (16) pavement cores are proposed for this project. The pavement cores will be performed with a cylindrical coring machine, with pavement and base course thicknesses measured and materials described. Subgrade samples will also be collected.

For the purposes of this proposal we have assumed that the coring locations will be accessible to conventional coring equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) are also not included in the project budget.

Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private and/or interior underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary. TSC plans to utilize personnel who are trained in layout procedures to stake the cores in the field. Cores will be staked/located by conventional taping/measuring wheel methods.

The subgrade soil samples collected at each core will primarily be obtained by split-spoon, geoprobe and/or hand augering methods. A representative portion of the subgrade sample will be placed in a glass jar with screw-type lid for transportation to our laboratory. Representative samples will also be collected

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

for our environmental departments use (pH testing) Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface. Considering the time of year, the use of cold mix asphalt patching is proposed - the asphalt patch will be well compacted.

Laboratory Testing:

Soil samples obtained from the cores will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval. Pavement cores will be measured and described in the TSC laboratory by an engineer or experienced senior technician.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including core results and a location plan. A digital photograph will be taken of each core per the RFP.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Four Thousand Three Hundred Dollars (\$4,300.00) to provide the Pavement Exploration outlined above. Our fee is further subject to this proposal being accepted by you on or before January 31, 2022.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or pavement compaction testing and observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brandon Tonarelli, P.E., Village Engineer
Village of North Aurora
25 East State Street
North Aurora, Illinois 60547

Phone: 331.385.6432
email: btonarelli@northaurora.org

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our DeKalb, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Steven R. Koester, P.E.
Vice President

SRK/jt

Project #3 - 2022 Road Program
North Aurora, Illinois
P.N. 67,842 - October 7, 2021

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

Project #3 - 2022 Road Program
North Aurora, Illinois
P.N. 67,842 - October 7, 2021

COST ESTIMATE
Pavement Exploration
2022 Road Program
North Aurora, Illinois
TSC P.N. 67,842

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Core Locations and/or Arrange for Clearance of Underground Utilities	Hour	6.0	120.00	\$ 720.00
1.2	Private Locator to Mark Private and/or Interior Underground Utility Lines	Cost + 10%	0	850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal) (0-8 hour day)	Day	0	3,200.00	\$ 0.00
2.2	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal) (0-10 hour day)	Day	0	3,700.00	\$ 0.00
2.3	Drill Crew Down Time	Hour	0	500.00	\$ 0.00
2.4	Perform Pavement Cores	Lump Sum	1	1,920.00	\$ 1,920.00
2.5	Patch Bore/Core Holes with Cold Mix	Each	16	5.00	\$ 80.00
2.6	Provide Flagging for Three (3) Cores on Hart Road	Lump Sum	1	400.00	\$ 400.00
LABORATORY TESTING					
3.1	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	16	8.00	\$ 128.00
3.2	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	0	16.00	\$ 0.00
3.3	Dry Unit Weight Determination	Each	0	8.00	\$ 0.00
SEISOPT REMI TESTING					
4.1	Measure Average Soil Shear Wave Velocity to 100' in Depth by SeisOpt ReMi Method (Used to Determine IBC Site Class for Seismic Design)	Each	0	750.00	\$ 0.00
ENGINEERING SERVICES					
5.1	Prepare Report with Core Logs, Core Photos and Location Plan	Lump Sum	1	1,050.00	\$ 1,050.00

Project #3 - 2022 Road Program
North Aurora, Illinois
P.N. 67,842 - October 7, 2021

ITEM		UNITS	QTY	RATE	COST
5.2	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	165.00	\$ 0.00
	ESTIMATED TOTAL:				\$ 4,298.00
	RECOMMENDED BUDGET:				\$ 4,300.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Office:

650 N. Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

October 7, 2021

Mr. Brandon Tonarelli, P.E., Village Engineer
Village of North Aurora
25 East State Street
North Aurora, Illinois 60547

RE: P.N. 67,843
Project #4 - Geotechnical Exploration and Report
Tanner/Remington Outfall Sewer
North Aurora, Illinois

Dear Mr. Tonarelli:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Exploration and Report Preparation Services for the above captioned project. It is in response to the email from yourself to Mr. Brian K. Walker, P.G. and Mr. Steven R. Koester, P.E., of TSC on September 21, 2021. The objectives of our services are to explore soil and groundwater conditions and prepare a geotechnical report for the proposed outfall sewer.

Boring Program:

Per the Request For Proposal (RFP) from the village for Project #4, a total of twenty two (22) soil borings are proposed for this project. The borings will be drilled to depths in the range of 10 to 15 feet below existing grade. This proposal assumes a total drilling footage on the order of 275 lineal feet.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional ATV-mounted drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) are also not included in the project budget.

Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private and/or interior underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary. TSC plans to utilize personnel who are trained in layout procedures to stake the borings in the field. The borings will be staked/located by conventional taping or GPS methods.

The soil samples will primarily be obtained by split-spoon methods. Samples will be collected at 2½'-foot intervals. A representative portion of the subgrade sample will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations and boreholes will be backfilled with spoils prior to leaving the site.

Laboratory Testing:

Soil samples obtained from the cores will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including field and laboratory tests, boring logs and a boring location plan. The report will also provide geotechnical recommendations for the proposed outfall sewer.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) to provide the Pavement Exploration outlined above. The incremental cost of an additional 10' to 15' boring is estimated to be \$550.00, provided it can be performed under the same mobilization. Our fee is further subject to this proposal being accepted by you on or before January 31, 2022.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or pavement compaction testing and observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brandon Tonarelli, P.E., Village Engineer
Village of North Aurora
25 East State Street
North Aurora, Illinois 60547

Phone: 331.385.6432
email: btonarelli@northaurora.org

Project #4 - Geotechnical Exploration
North Aurora, Illinois
P.N. 67,843 - October 7, 2021

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our DeKalb, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Steven R. Koester, P.E.
Vice President

SRK/jt

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

Project #4 - Geotechnical Exploration
 North Aurora, Illinois
 P.N. 67,843 - October 7, 2021

COST ESTIMATE
Geotechnical Exploration and Report
Tanner/Remington Outfall Sewer
North Aurora, Illinois
TSC P.N. 67,843

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations and/or Arrange for Clearance of Underground Utilities	Hour	6.0	120.00	\$ 720.00
1.2	Private Locator to Mark Private and/or Interior Underground Utility Lines	Cost + 10%	0	850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal) (0-8 hour day)	Day	0	3,200.00	\$ 0.00
2.2	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal) (0-10 hour day)	Day	2	3,700.00	\$ 7,400.00
2.3	Drill Crew Down Time	Hour	0	500.00	\$ 0.00
LABORATORY TESTING					
3.1	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	110	8.00	\$ 880.00
3.2	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	99	16.00	\$ 1,584.00
3.3	Dry Unit Weight Determination	Each	2	8.00	\$ 16.00
SEISOPT REMI TESTING					
4.1	Measure Average Soil Shear Wave Velocity to 100' in Depth by SeisOpt ReMi Method (Used to Determine IBC Site Class for Seismic Design)	Each	0	750.00	\$ 0.00
ENGINEERING SERVICES					
5.1	Prepare Report with Core Logs, Core Photos and Location Plan	Lump Sum	1	1,900.00	\$ 1,900.00
5.2	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	165.00	\$ 0.00
	ESTIMATED TOTAL:				\$ 12,500.00
	RECOMMENDED BUDGET:				\$ 12,500.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction or improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

**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: OBERWEIS INDUSTRIAL PUD LAND SWAP
AGENDA: OCTOBER 18, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

- 1) An Ordinance approving an Agreement for Exchange of Property By and Between Randall Road Industrial Owner, LLC and the Village of North Aurora

DISCUSSION

Transwestern Development Company submitted an application for a Special Use for a Planned Unit Development for the properties acquired from Oberweis at 840 Ice Cream Drive, including subdivision of the property and a site plan for the development of the property consistent with the provisions for the I-2 General Industrial District. The Village Board approved the Special Use/Planned Unit Development, subdivision and site plan on August 18, 2021 (Ordinance No. 21-08-16-04).

The PUD Ordinance contemplates and includes, as a condition, the acquisition by Transwestern of certain property from the Village to be included in the development located east and north of the PUD. This area is intended to accommodate additional stormwater detention volume needed for the development.

The PUD also includes the transfer of property from Transwestern to the Village for public use in conjunction with the Village well site located on Randall Road, which property is located immediately to the south of the Village well site on Randall Road. Staff notes this area has been expanded upon (from the approved PUD) to reflect the additional area requested by the Village to accommodate the fence line of the existing well site.

Lastly, the proposed exchange of property includes a request for grant of easement by Transwestern of a temporary grading easement over property owned by the Village immediately to the north of the PUD properties.

On September 20, 2021 the Village Board approved Resolution R21-09-20-09, a 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. The public hearing is scheduled for the October 18, 2021 Village Board meeting for the consideration of the land swap and grading easement pursuant to the terms and conditions set forth in the draft agreement included in the resolution.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

AN ORDINANCE APPROVING
AN AGREEMENT FOR EXCHANGE OF PROPERTY
BY AND BETWEEN RANDALL ROAD INDUSTRIAL OWNER, LLC
AND THE VILLAGE OF NORTH AURORA

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.

**AN ORDINANCE APPROVING AN AGREEMENT FOR EXCHANGE OF PROPERTY
BY AND BETWEEN RANDALL ROAD INDUSTRIAL OWNER, LLC
AND THE VILLAGE OF NORTH AURORA**

WHEREAS, Transwestern Development Company, L.L.C. (hereinafter “Transwestern”) submitted an application for Special Use/Planned Unit Development for the property it was acquiring from Ice Cream Drive LLC at 840 Ice Cream Drive, North Aurora, Kane County, Illinois (the “Development Property”), including subdivision of the property and a site plan for the development of the property consistent with the provisions for the I-2 General Industrial District as modified and supplemented by the Special Use/Planned Unit Development terms and conditions; and

WHEREAS, the Board of Trustees of the Village of North Aurora (the “Village”) approved the Special Use/Planned Unit Development, subdivision and site plan by Ordinance No. 21-08-16-04 on August 18, 2021 (the “PUD Ordinance”); and

WHEREAS, the PUD Ordinance contemplates and includes, as a condition, the acquisition by Transwestern or its delegee of certain property from the Village to be included in the development located east and north of the Development Property, which property is legally described in the document attached hereto and incorporated herein by reference as Exhibit “A” (the “Village Parcel”); and

WHEREAS, Transwestern has delegated to Randall Road Industrial Owner, L.L.C., a Delaware limited liability company authorized to do business in Illinois its right regarding the Development Property, and Randall Road Industrial Owner, L.L.C. has taken title to the Development Property (hereinafter the “Owner”); and

WHEREAS, the Village and Owner have discussed the transfer of property from Owner to the Village for public use in conjunction with the Village well site located on Randall Road, which property is located immediately to the south of the Village well site on Randall Road and is legally described on the document attached hereto and incorporated herein in by reference as Exhibit “B” (the “Owner Parcel”); and

WHEREAS, the proposed exchange of property includes a request for grant of easement to the Owner of a temporary grading easement over property owned by the Village immediately to the north of the Development Property legally described on the document attached hereto and incorporated herein by reference as Exhibit “C” (the “Easement Parcel”); and

WHEREAS, the Village approved consideration of the proposal for the exchange of the Village Parcel and Easement Parcel for the Owner Parcel by the 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 on September 20, 2021, approved by more than four fifths (4/5s) of the corporate authorities, and the public hearing was held pursuant to notice published in a newspaper of general circulation in the Village, and the public hearing was held on October 18, 2021, as required in in

VILLAGE OF NORTH AURORA

keeping with the provisions of the Illinois Municipal Code that authorizes the exchange of municipal property (65 ILCS 5/11-76.2-1 et. Seq.); and

WHEREAS, the President and the Board of Trustees have determined that (a) the Village Parcel to be conveyed is no longer needed by the Village for the public interest; (b) Owner Parcel to be received is useful to the Village and will be for the public interest; (c) and the total value of the Owner Parcel is approximately equal to or exceeds the value of the Village Parcel being exchanged, taking into consideration the long term best interest of the public; and

WHEREAS, the President and the Board of Trustees have determined that the exchange of municipal property as negotiated between the Village and Owner and memorialized in the Agreement attached hereto and incorporated herein by reference as Exhibit “D” (the “Exchange Agreement”) is in the best interests 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:

1. Recitals. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. Exchange Approval. The Exchange Agreement is hereby approved in the form attached hereto as Exhibit D.
3. Authorization. The Village President and Village Clerk are hereby authorized to sign the Exchange Proposal Agreement, and the Village Administrator, or his designee(s), and Village Attorney are hereby authorized and directed to take all actions, sign all documents and do all things necessary and appropriate to complete the exchange of parcels pursuant to the Exchange Agreement and the transfer of title to the parcels to each party and the recording of the deeds and associated grading easement.
4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.
5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 18th day of October, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 18th day of October, 2021, A.D.

VILLAGE OF NORTH AURORA

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

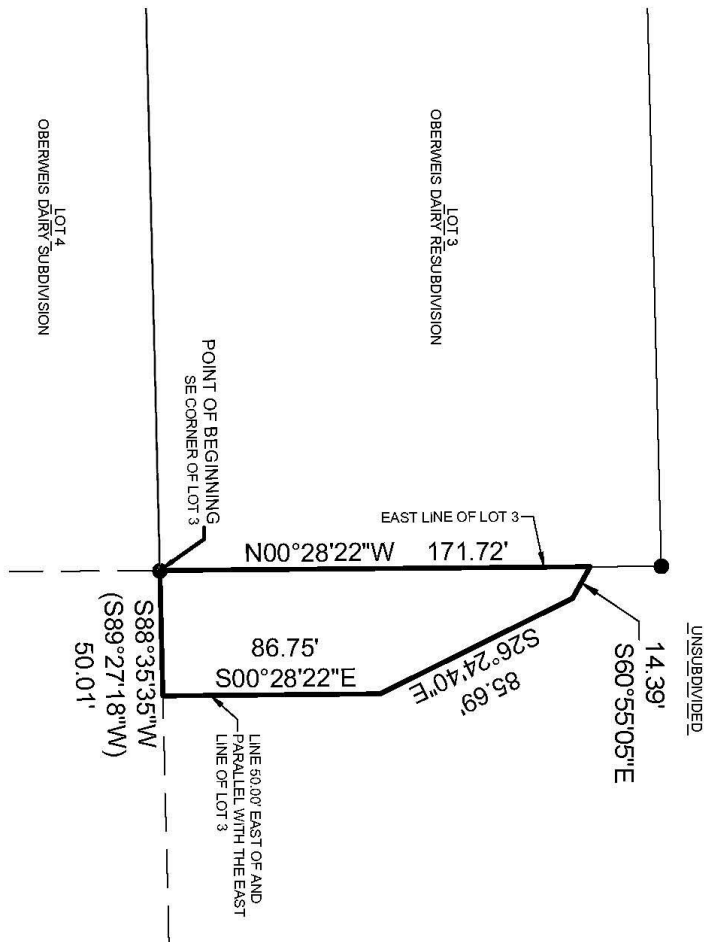
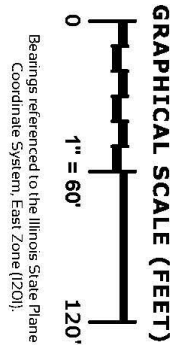
VILLAGE OF NORTH AURORA

EXHIBIT A VILLAGE PARCEL

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 IN OBERWEIS DAIRY RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 AND PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OBERWEIS DAIRY RESUBDIVISION, RECORDED AUGUST 23, 2021 AS DOCUMENT NUMBER 2021K064306; THENCE NORTH 00 DEGREES 28 MINUTES 22 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 3, 171.72 FEET; THENCE SOUTH 60 DEGREES 55 MINUTES 05 SECONDS EAST, 14.39; THENCE SOUTH 26 DEGREES 24 MINUTES 40 SECONDS EAST, 85.69 FEET TO A LINE 50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, ALONG SAID PARALLEL LINE, 86.75 FEET TO THE NORTH LINE OF LOT 5 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1996 AS DOCUMENT 95K001238; THENCE SOUTH 88 DEGREES 35 MINUTES 35 SECONDS WEST, ALONG SAID NORTH LINE OF LOT 5, 50.01 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, IN KANE COUNTY, ILLINOIS.

CONTAINING 6.811 SQUARE FEET OR 0.1564 ACRES



TRANSWESTERN PARCEL EXHIBIT

9/30/2021

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

PLAN | DESIGN | DELIVER
WWW.PINNACLE-ENGR.COM
PECJOB#2185.00

VILLAGE OF NORTH AURORA

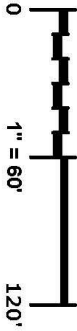
EXHIBIT B TRANSWESTERN PARCEL

LEGAL DESCRIPTION:

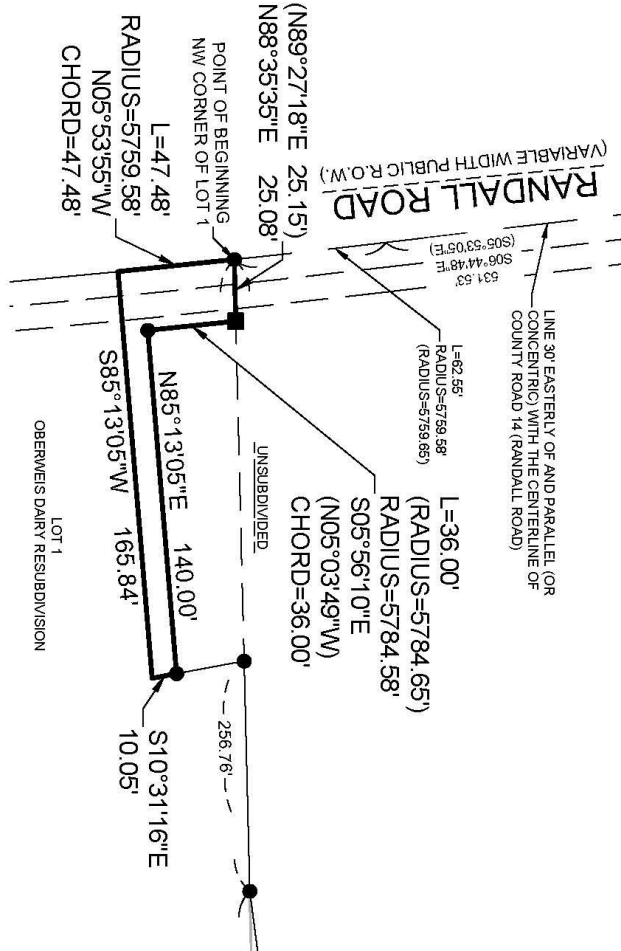
THAT PART OF LOT 1 IN OBERWEIS DAIRY RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 AND PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OBERWEIS DAIRY RESUBDIVISION, RECORDED AUGUST 23, 2021 AS DOCUMENT NUMBER 2021K064306 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 25.08 FEET; THENCE SOUTHERLY, 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5784.58 FEET FOR A DISTANCE OF 36.00 FEET (THE CHORD BEARS SOUTH 05 DEGREES 56 MINUTES 10 SECONDS EAST, 36.00 FEET); THENCE NORTH 85 DEGREES 13 MINUTES 05 SECONDS EAST, 140.00 FEET; THENCE SOUTH 10 DEGREES 31 MINUTES 16 SECONDS EAST, 10.05 FEET; THENCE SOUTH 85 DEGREES 13 MINUTES 05 SECONDS WEST, 165.84 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 5759.58 FEET FOR A DISTANCE OF 47.48 FEET (THE CHORD BEARS NORTH 05 DEGREES 53 MINUTES 55 SECONDS WEST, 47.48 FEET) TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, CONTAINING 2.573 SQUARE FEET OR 0.0591 ACRES



GRAPHICAL SCALE (FEET)



Bearings referenced to the Illinois State Plane
Coordinate System, East Zone (1201).



VILLAGE PARCEL EXHIBIT

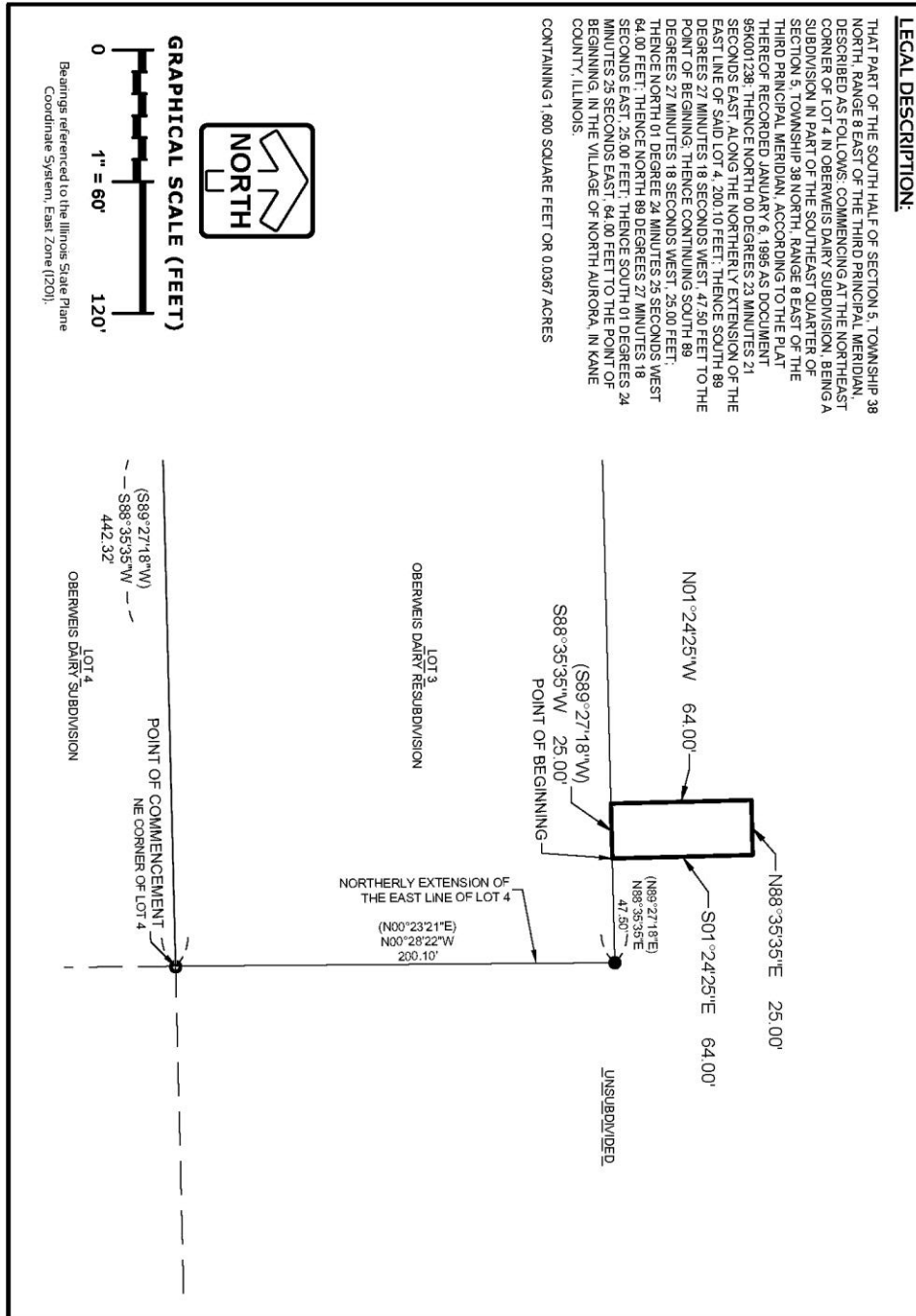
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

PLAN | DESIGN | DELIVER
WWW.PINNACLE-ENGR.COM
PEG JOB # 2185.00

9/08/2021

EXHIBIT C
EASEMENT PARCEL



VILLAGE OF NORTH AURORA

EXHIBIT D
EXCHANGE AGREEMENT

**AN AGREEMENT FOR EXCHANGE OF PROPERTY
BY AND BETWEEN RANDALL ROAD INDUSTRIAL OWNER, LLC
AND THE VILLAGE OF NORTH AURORA**

THIS AGREEMENT (Agreement) is dated as of _____, 2021 (“Execution Date”) and is made by the Village of North Aurora, an Illinois municipal corporation (the “Village”), and Randall Road Industrial Owner, LLC, a Delaware limited liability company (“Transwestern”).

Section 1. Recitals

A. The Village owns certain property commonly known as a vacant parcel immediately east of Lot 1 of the Oberweis Dairy Resubdivision in the Village of North Aurora, that Transwestern desires to acquire for use in connection with the development of Lot 1 of the Oberweis Dairy Resubdivision pursuant to that certain Ordinance No. 21-08-16-04, being an Ordinance Approving a Special Use As an I-2 General Industrial Planned Development for 16.18 Acres of Property Known As 840 Ice Cream Drive in the Village of North Aurora, which property is depicted and legally described in Exhibit A to this Agreement (“Village Property”). The Village is willing to convey the Village Property to Transwestern in exchange for property the Village desires to acquire for use in connection with a Village well site pursuant to the authority of the Illinois Municipal Code regarding the exchange of real estate, 65 ILCS 5/11-76.2-1, et seq. (the “Act”)

B. Transwestern owns certain property commonly known as a vacant parcel on the west side of Randall Road immediately north of 950 Ice Cream Drive in the Village of North Aurora, that the Village desires to acquire for use in connection with the public well site immediately to the north thereof, which property is depicted and legally described in Exhibit B to this Agreement (“Transwestern Property”). Transwestern is willing to convey the Transwestern Property to the Village in exchange for the Village Property and a temporary grading easement over and across the parcel of property legally described in Exhibit C to this Agreement (the “Grading Easement”) pursuant to a grant of easement in the form attached hereto in incorporate herein in reference as Exhibit D.

C. Together, the Village Property and the Transwestern Property shall be referenced herein as the “Transfer Properties”.

Section 2. Transfer of Title to the Transfer Properties

The Village shall take all necessary and appropriate actions under the Act to approve the exchange of the Village Property with the Transwestern Property, and the parties will transfer their right, title, and interest in and to the Transfer Properties to each other by delivering to the each other, at a closing scheduled by the Village not less than fifteen (15) days after the Execution Date or at such other time as agreed by the parties (“Closing”), fully executed, recordable, stamped special warranty deeds subject only to the Transfer Property Permitted Exceptions as defined below.

Title to the Transfer Properties shall be transferred free and clear of any tenants or other parties claiming rights of possession, subject only to the following permitted exceptions described herein, if any (none of which shall impair the use of the Real Estate as intended by the parties): (a) general Real Estate taxes accrued, but not yet payable at the time of closing, (b) covenants, conditions and

restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (c) zoning laws and ordinances, (d) easements for public utilities, and (e) drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

Section 3. Title Insurance

Each party may obtain, at each party's own expense, a title commitment from First American Title Insurance Company dated after the Execution Date for the Transfer Properties, together with copies of all recorded documents referred to therein ("Transfer Property Title Commitment"). If, not less than five (5) days prior to the Closing, either notifies the other party in writing about exceptions to title disclosed by the Transfer Property Title Commitment that are objectionable in such party's reasonable judgment, then the parties will promptly take all necessary actions to have those title defects cured or insured over, and the Village and Transwestern will extend the date of the closing until the exceptions have been removed or the Title Company has agreed to insure over those title defects.

Section 4. Closing; Costs

The Village and Transwestern each will execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary forms from the Title Company to effectuate a "New York Style" closing, including without limitation a Gap Undertaking and an ALTA Statement. The costs relating to the escrow Closing will be borne equally by the parties, and each party will bear the cost of recording the deeds or easement pertaining to the interests each party is acquiring. The parties acknowledge that the transfer of the Transfer Properties is exempt from State and County transfer taxes as transfers to and from a local governmental entity are exempt from transfer taxes.

Section 5. Real Estate Taxes

The Village represents that the Village Property currently is exempt from real estate taxes because of its ownership by Village as municipal, tax-exempt entity and, therefore, no real estate taxes should be due or payable at the Closing. Transwestern agrees to pay the property taxes for the Transwestern Property from and after the date of Closing when they become due, and no tax credit shall be given. If the Village receives a bill for real estate taxes for the Transwestern Property applicable to any period of time from and after the date of Closing, the Village may tender it to Transwestern, and Transwestern shall pay the taxes within thirty (30) days of receipt thereof.

Section 6. Representations

Each party represents to the other party that, as of the date of this Agreement and the date of the Closing, with respect to such party and the Transfer Property that such party is transferring:

- A. Each party owns fee simple title to the Transfer Property each party is conveying pursuant to this Agreement.
- B. The persons executing this Agreement on behalf of each party, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise

required to fulfill each party's obligations hereunder, have full authority to bind their respective parties to such obligations and to so act on behalf of each party;

- C. There are no persons in possession of, or having a right to possession of, any part of the Transfer Properties other than parties to this Agreement;
- D. Each party has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- E. Neither party has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Transfer Properties other than this Agreement;
- F. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of either party, will not result in a breach or default under any agreement to which either party is a party or to which either party is bound, and will not violate any restriction, court order, or agreement to which either party is subject;
- G. Neither Party has knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and neither party has reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, neither Party has knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the Transfer Properties of any hazardous substance (as defined under applicable environmental laws) or petroleum; and
- H. Neither party has received any notices from any governmental authority with respect to the Transfer Properties that have not been corrected.

Section 7. Accuracy of Representations as of Closing; Survival

As a condition to the Closing for the benefit of each party, the representations and warranties of the other party in Sections 6 of this Agreement must be true and correct in all material respects at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 6 is not true and correct in all material respects. The representations and warranties in Sections 6 of this Agreement will survive the Closing for a period of six (6) months.

Section 8. Purchase Price

Each of the parties acknowledges that it has separately determined that the Transfer Properties are of reasonably equivalent value, and that no cash purchase price will be payable for either Transfer Property.

Section 9. As-Is

Except as is otherwise expressly provided in this Agreement, each Transfer Property is being transferred by the transferor thereof in its "AS-IS/WHERE-IS" condition.

Section 10. General Provisions

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by e-mail. E-mail notices will be deemed delivered on the date of transmission to the applicable e-mail address, provided that, unless waived in writing (which waiver may be by e-mail) such transmission is followed by delivery of actual notice in the manner described in either (1), (2), or (3) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of actual receipt or refusal of delivery. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

Village of North Aurora
Village Administrator
25 E. State Street
North Aurora, IL 60542
mtoth@northaurora.org

With a copy to

Drendel & Jansons Law Group
Kevin G. Drendel
111 Flinn Street
Batavia, IL 60510
kgd@batavialaw.com

Notices and communications to Transwestern must be addressed to, and delivered at, the following address:

Randall Road Industrial Owner, LLC
c/o Transwestern Development Company, L.L.C.
200 W. Madison Street
Suite 1200
Chicago, IL 60606
Attention: Darcie Fankhauser and Ted Staszak
darcie.fankhauser@transwestern.com
Ted.Staszak@transwestern.com

with a copy to:

Ginsberg Jacobs, LLC
300 S. Wacker Drive Suite 2750
Chicago, IL 60606
Attention: David A. Lapins
dlapins@ginsbergjacobs.com

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Village of the Transwestern Property and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

E. Incorporation of Exhibits. Exhibits A through D attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

F. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

G. Calendar Days and Time. Any reference herein to a “day” or to “days” means a calendar day or days and not a business day or days.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

I. Multiple Counterparts; Electronic Signatures. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party’s signature. Signatures transmitted by any electronic means will be deemed to be original signatures for all purposes.

Section 11. Patriot Act

The Village and Transwestern each represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

RANDALL ROAD INDUSTRIAL OWNER, LLC, a Delaware limited liability company

Signature: _____
Printed Name: _____
Title: Authorized Signatory

VILLAGE OF NORTH AURORA

Signature: _____
Printed Name: Mark Gaffino
Title: Village President

Attest:

Signature: _____
Printed Name: Jessica Watkins
Title: Village Clerk

EXHIBIT A VILLAGE PROPERTY

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 IN OBERWEIS DAIRY RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 AND PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OBERWEIS DAIRY RESUBDIVISION, RECORDED AUGUST 23, 2021 AS DOCUMENT NUMBER 2021K004306, THENCE NORTH 00 DEGREES 28 MINUTES 22 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 3, 171.72 FEET, THENCE SOUTH 60 DEGREES 55 MINUTES 05 SECONDS EAST, 14.39', THENCE SOUTH 28 DEGREES 24 MINUTES 40 SECONDS EAST, 85.69 FEET TO A LINE 50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3, THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, ALONG SAID PARALLEL LINE, 86.75 FEET TO THE NORTH LINE OF LOT 5 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1995 AS DOCUMENT 98K001238, THENCE SOUTH 88 DEGREES 35 MINUTES 35 SECONDS WEST, ALONG SAID NORTH LINE OF LOT 5, 50.01 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, IN KANE COUNTY, ILLINOIS.

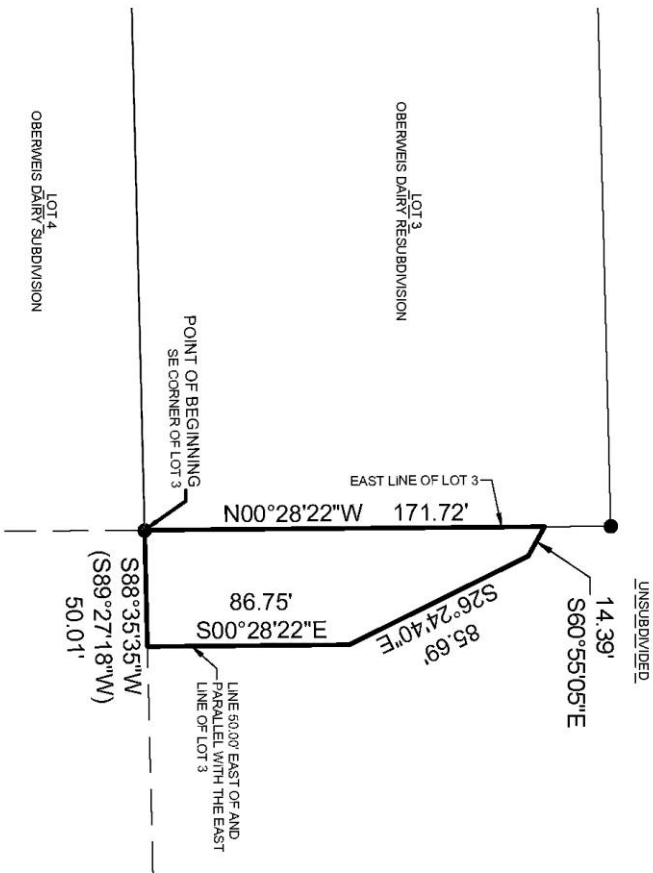
CONTAINING 6.811 SQUARE FEET OR 0.1564 ACRES



GRAPHICAL SCALE (FEET)



Bearings referenced to the Illinois State Plane Coordinate System, East Zone (2011).



TRANSWESTERN PARCEL EXHIBIT 9/30/2021
PINNACLE ENGINEERING GROUP PLAN | DESIGN | DELIVER
 20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 WWW.PINNACLE-ENGR.COM PEGJOB#2185.00

EXHIBIT B

TRANSWESTERN PROPERTY

LEGAL DESCRIPTION:

THAT PART OF LOT 1 IN OBERWEIS DAIRY RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 AND PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OBERWEIS DAIRY RESUBDIVISION, RECORDED AUGUST 23, 2021 AS DOCUMENT NUMBER 2021K064306 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 25.08 FEET; THENCE SOUTHERLY, 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5784.58 FEET FOR A DISTANCE OF 36.00 FEET (THE CHORD BEARS SOUTH 05 DEGREES 56 MINUTES 10 SECONDS EAST, 36.00 FEET); THENCE NORTH 85 DEGREES 13 MINUTES 05 SECONDS EAST, 140.00 FEET; THENCE SOUTH 10 DEGREES 03 MINUTES 49 SECONDS EAST, 10.05 FEET; THENCE SOUTH 85 DEGREES 13 MINUTES 05 SECONDS WEST, 165.84 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 5759.58 FEET FOR A DISTANCE OF 47.48 FEET (THE CHORD BEARS NORTH 05 DEGREES 53 MINUTES 55 SECONDS WEST, 47.48 FEET) TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

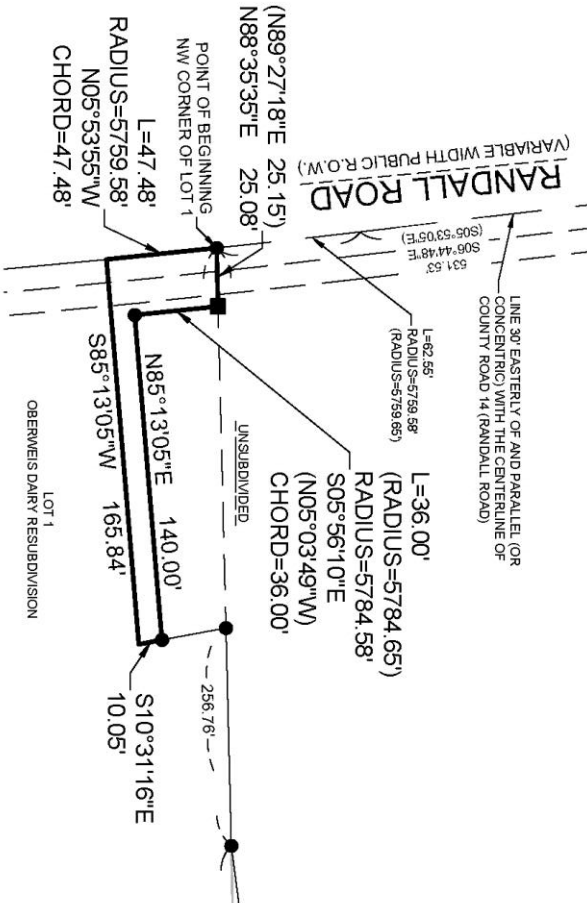
CONTAINING 2.573 SQUARE FEET OR 0.0591 ACRES



GRAPHICAL SCALE (FEET)



Bearings referenced to the Illinois State Plane
Coordinate System, East Zone (2011).



VILLAGE PARCEL EXHIBIT

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

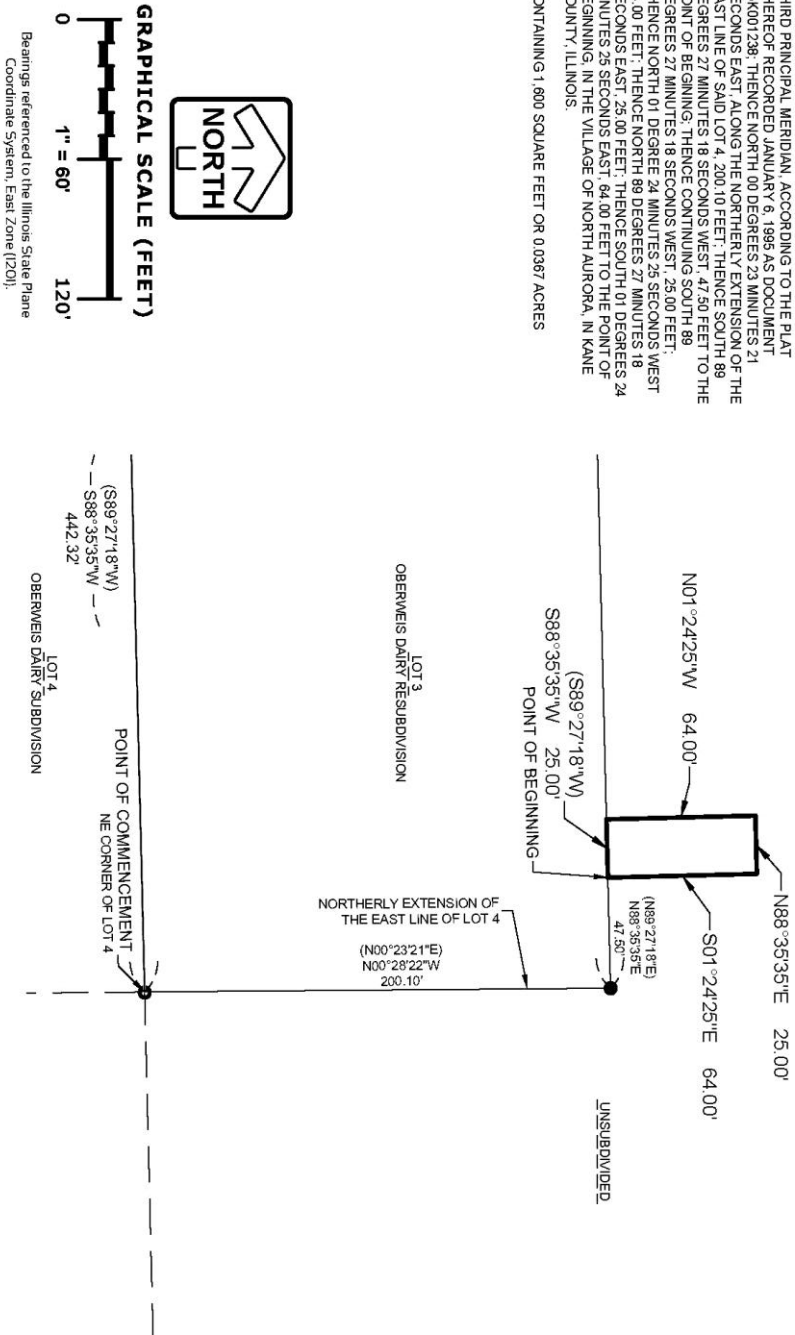
PLAN | DESIGN | DELIVER
WWW.PINNACLE-ENGR.COM
9/08/2021
PEGJOB#2185.00

EXHIBIT C
GRADING EASEMENT PARCEL

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4, IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1988 AS DOCUMENT 98K001238; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4, 200.10 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, 47.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, 25.00 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 25 SECONDS WEST 64.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, 25.00 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 25 SECONDS EAST, 64.00 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, IN KANE COUNTY, ILLINOIS.

CONTAINING 1.600 SQUARE FEET OR 0.0367 ACRES



GRADING EASEMENT EXHIBIT
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186
PLAN | DESIGN | DELIVER
9/08/2021
WWW.PINNACLE-ENGR.COM
PEJOB#2185.00

EXHIBIT D
GRADING EASEMENT AGREEMENT

This instrument prepared by and after recording return to:

David A. Lapins, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606

GRADING AND ACCESS EASEMENT AGREEMENT

This Grading And Access Easement Agreement (“**Agreement**”) is made and entered into effective as of _____, 2021 by and between **VILLAGE OF NORTH AURORA**, an Illinois municipal corporation (“**Village**”) and **RANDALL ROAD INDUSTRIAL OWNER, LLC**, a Delaware limited liability company (“**Grantee**”). Village and Grantee are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Grantee owns that certain 9.47-acre tract of land (more or less) in Kane County, Illinois more particularly described on **Exhibit A** attached hereto (the “**Grantee Property**”).

B. The Village owns a tract of land adjacent to the Grantee Property (the “**Grantor Tract**”), which includes a parcel of land containing 0.0367 acres (more or less) in Kane County, Illinois more particularly described on **Exhibit B** attached hereto (such parcel, the “**Easement Parcel**”).

C. In connection with Grantee’s planned development of the Grantee Property, Grantee desires to obtain certain easement rights over the Easement Parcel, and, subject to the terms of this Agreement, the Village desires to grant those rights to Grantee. In furtherance thereof, the Village and Grantee mutually execute and deliver this Agreement.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENTS

1. Grant of Easement. Subject to this Agreement (i) the Village has GRANTED and CONVEYED and by these presents hereby does GRANT and CONVEY unto Grantee, and Grantee hereby accepts, a non-exclusive, perpetual, and assignable easement (the “**Easement**”) for the Easement Purposes (as defined below), TO HAVE AND TO HOLD the Easement unto Grantee, its successors, successors-in-interest, assigns, agents, contractors, employees, tenants and subtenants of the Grantee Property or any portion thereof, and the successors and assigns of each of the foregoing. This conveyance is made and accepted subject to all matters of record affecting title to the Easement Parcel to the extent, but no further, that the same are valid and subsisting as of the date hereof.

2. Easement Purposes. The Easement Parcel may be used by Grantee (including, without limitation, Grantee’s successors, successors-in-interest, assigns, agents, contractors, employees, tenants and subtenants of the Grantee Property or any portion thereof, and the successors and assigns of each of the foregoing), for the purposes of (i) excavation, construction, and maintenance of a slope and slope adjustments on the Easement Parcel (the “**Grading**”) and related reclamation work involving (where feasible) the installation of top soil and the sowing of indigenous grass seed mix over all disturbed areas within the Easement Parcel (the “**Reclamation**” and collectively, together with the Grading, the “**Easement Purposes**”).

3. Temporary Work Easement. To accommodate the Easement Purposes, Grantee may use that portion of the Grantor Tract extending twenty-five (25) feet in width into the Grantor Tract from all applicable sides of the Easement Parcel (the “**Construction Area**”), which Grantee reasonably determines is necessary or desirable to accomplish the Easement Purposes, and for ingress, egress, and storage of equipment to the extent necessary or desirable to perform, complete, and maintain the Grading and the Reclamation (the “**Temporary Easement**”). Without the need to file any further document or take any further action, this Temporary Easement will expire upon final completion of the Easement Purposes or on the date which is three (3) years from the date of the recording of this Easement Agreement, whichever is earlier, unless extended by mutual agreement of the parties.

4. General Provisions.

The Easement and the Temporary Easement and rights and obligations of the Parties in respect thereto are subject to the following conditions and agreements:

A. Repair of Damage. Grantee shall, promptly following completion of the Grading (weather permitted), repair any damage it, its contractors or its employees cause to any landscaping located within the Construction Area or Grantor Tract in connection with Grantee’s activities under this Agreement.

B. Completion of Grading and Reclamation. Grantee agrees to complete the Grading and Reclamation in accordance with applicable laws and ordinances and the Stormwater Management System which is the subject of the specifications and drawings in **Exhibit C** attached hereto and made part hereof (the “**Stormwater Management System**”).

C. Permits. Grantee will be responsible for all permits, authorizations, consents and terms and conditions required by all relevant governmental authorities, including the US Army Corps of Engineers, and other parties for the construction and maintenance of the Stormwater Management System on Grantee Property.

D. Indemnity. During the term of this Agreement, Grantee shall not permit any liens to be filed against the Grantor Tract (or any portion thereof) as a result of Grantee's activities, and if any liens are filed, Grantee, at its sole cost and expense, will cause them to be promptly released of record or transferred to a bond, or other security reasonably approved by the Village, in accordance with applicable law, failing which the Village will have the right, at Grantee's expense, to transfer the lien to a bond or other security. Further, Grantee shall maintain, and shall cause its contractors performing work hereunder to maintain commercial general liability insurance in commercially reasonable types and amounts. Grantee shall indemnify and hold harmless the Village from any cost, loss, or expense, including, without limitation, reasonable attorneys' fees and costs, arising from claims or causes of action brought against the Village or arising from damage to the Grantor Tract, or any portion thereof, as a result of the activities of Grantee or its assigns, contractors, employees, or agents under this Agreement.

E. Estoppel Certificate. Each Party, within fifteen (15) days after its receipt of a written request from the other Party, shall from time to time provide the requesting Party a certificate binding upon such Party stating: (a) to the best of such Party's knowledge, whether any Party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate; and (c) any other factual statements reasonably requested by the requesting Party. The requesting Party shall reimburse any other Party its reasonable costs associated with complying with this paragraph (including but not limited to legal fees to research and confirm the contents of the certificate).

F. Notices.

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective upon actual receipt or refusal of delivery if: (a) personally delivered to the address below, as evidenced by written receipt therefor; (b) sent by nationally recognized overnight delivery service such as Federal Express or United Parcel Service, or (c) sent by e-mail, receipt of which is acknowledged by the recipient, and addressed to such party at the address specified below. Any notice which a party may or is required to give may be authored and/or given by that party's attorney with such notice having the same force and effect as if given by the party itself. For purposes of this Section 8, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

Village of North Aurora
Village Administrator
25 E. State Street
North Aurora, IL 60542
mtoth@northaurora.org

With a copy to

Drendel & Jansons Law Group
Kevin G. Drendel
111 Flinn Street
Batavia, IL 60510
kgd@batavialaw.com

Notices and communications to Transwestern must be addressed to, and delivered at, the following address:

Randall Road Industrial Owner, LLC
c/o Transwestern Development Company, L.L.C.
200 W. Madison Street
Suite 1200
Chicago, IL 60606
Attention: Darcie Fankhauser and Ted Staszak
darcie.fankhauser@transwestern.com
Ted.Staszak@transwestern.com

with a copy to:

Ginsberg Jacobs, LLC
300 S. Wacker Drive Suite 2750
Chicago, IL 60606
Attention: David A. Lapins
dlapins@ginsbergjacobs.com

G. Miscellaneous.

- a. This Agreement may be canceled, changed, modified, or amended in whole or in part only by a written and recorded instrument executed by the owners of fee simple title to the Grantee Property and the Grantor Tract or portion thereof that may be affected thereby. The provisions hereof will inure to the benefit of and be binding upon the owners from time to time of all or any portion of the Grantee Property and the Grantor Tract, their successors and assigns. Grantee and each owner of any part of the Grantee Property and the Village and each owner of any part of the Grantor Tract will be deemed to have agreed to the terms and provisions hereof upon acceptance of title to all or any portion of the Grantee Property and the Grantor Tract, as applicable, or acceptance of any of the benefits of this Agreement. Any person or entity acquiring fee or leasehold title to any portion of the Grantee Property or the Grantor Tract will be bound by this Agreement and will be liable for obligations accruing under this Agreement during the period such person or entity is the fee or leasehold owner thereof. Although persons or entities may be released under this section, the easements, covenants, and restrictions in this Agreement will continue to be benefits and servitudes upon the Grantee Property and the Grantor Tract running with the land.
- b. The covenants, conditions, restrictions and easements set forth herein shall be enforceable by: (a) injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of said covenants, conditions, restrictions or easements; (b) a money judgment for damages by reason of breach of said covenants, conditions, restrictions or easements; or (c) any combination of the foregoing, provided that any lien created in connection therewith will be

subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, which mortgage or deed of trust was recorded prior to the recording of the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust will take free and clear from any such then-existing lien filed by pursuant to this Agreement, but otherwise subject to the provisions of this Agreement. Each Party hereby waives any right to have a trial by jury with respect to any lawsuit based on, or arising under this Agreement or any course of conduct, course of dealing, statements or actions of the Parties in connection with this Agreement.

- c. If any term or provision of this Agreement or the application to any person or circumstance, to any extent, is or becomes invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, will not be affected.
- d. If any action or proceeding is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.
- e. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and venue shall be in the Court sitting in Kane County, Illinois.
- f. The parties executing this Agreement on behalf of each of the Parties represent that they have authority and power to sign this Agreement on behalf thereof.
- g. Unless otherwise expressly stated, the covenants, conditions, restrictions and easements contained herein shall be perpetual, shall create mutual benefits and covenants running with the land and shall be binding upon the Parties hereto and any tenants or occupants of the Property and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
- h. Each Party shall comply with all applicable laws and all rules, regulations and requirements of any insurance rating bureau having jurisdiction over their Property or any portion thereof to the extent that failure to do so could adversely impact the other Party's Property or the easements granted herein. Neither Party shall cause, maintain or permit any nuisance, waste or dangerous condition in, on or about the Property.
- i. The Village and Grantee each represent and warrant that neither they nor the officers, directors, and other authorities controlling the Village and Grantee, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who

commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each Party agrees that in the event of a breach of this provision or any applicable law relating to the subject of this provision, the non-breaching Party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including but not limited to terminating this Agreement.

- j. The Easement created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Easement Parcel, unless the grantee thereof states in writing its intention to abandon the Easement.
- k. Except as expressly provided herein, this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary under any applicable laws or otherwise.
- l. In fulfilling obligations and exercising rights under this Agreement, each Party shall reasonably cooperate with the other Party to (a) promote the efficient operation of each respective portion of the Property, (b) foster the harmonious relationship between the Parties and (c) protect the value of each Party's respective portion, estate or interest in the Property.
- m. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- n. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all Parties evidenced by a document that has been fully executed and acknowledged and recorded in the official records of the Recorder of Kane County, Illinois.
- o. The Village warrants that the Village has good and indefeasible fee simple title to the Grantor Tract; that the Village has the full right and lawful authority to grant the Easement and the Temporary Easement without the consent of any party, that the Village will defend and indemnify Grantee against all lawful claims relating to the granting of the Easement and the Temporary Easement, and that Grantee will and may peaceably have, hold and enjoy the Easement and the Temporary Easement.
- p. This Agreement may be executed in any number of counterparts each of which, when executed, shall be deemed an original, and all such counterparts shall constitute but one and the same agreement.

EXHIBIT A
GRANTY PROPERTY

LOT 1 IN OBERWEIS DAIRY RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 AND PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OBERWEIS DAIRY RESUBDIVISION, RECORDED AUGUST 23, 2021 AS DOCUMENT NUMBER 2021K064306 IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

CONTAINING 412,721 SQUARE FEET OR 9.4748 ACRES

EXHIBIT B
EASEMENT PARCEL

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238: THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4, 200.10 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, 47.50 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, 25.00 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 25 SECONDS WEST 64.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, 25.00 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 25 SECONDS EAST, 64.00 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, IN KANE COUNTY, ILLINOIS.

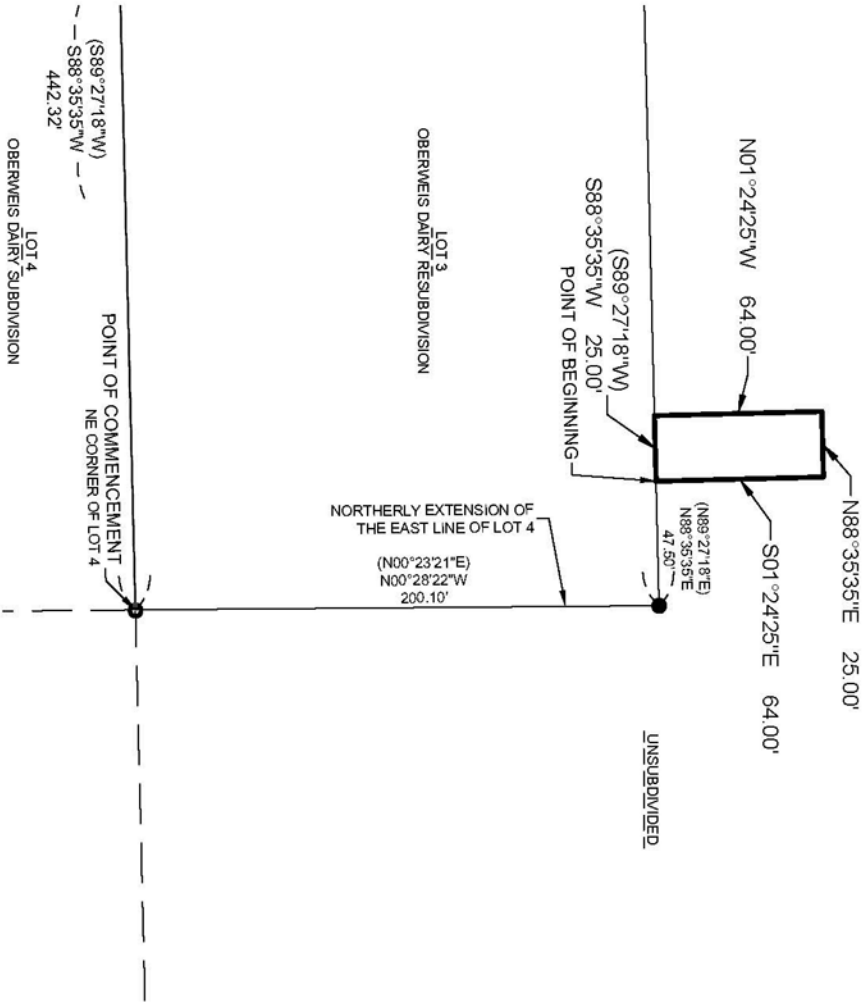
CONTAINING 1,600 SQUARE FEET OR 0.0367 ACRES



GRAPHICAL SCALE (FEET)



Bearings referenced to the Illinois State Plane
Coordinate System, East Zone (1201).



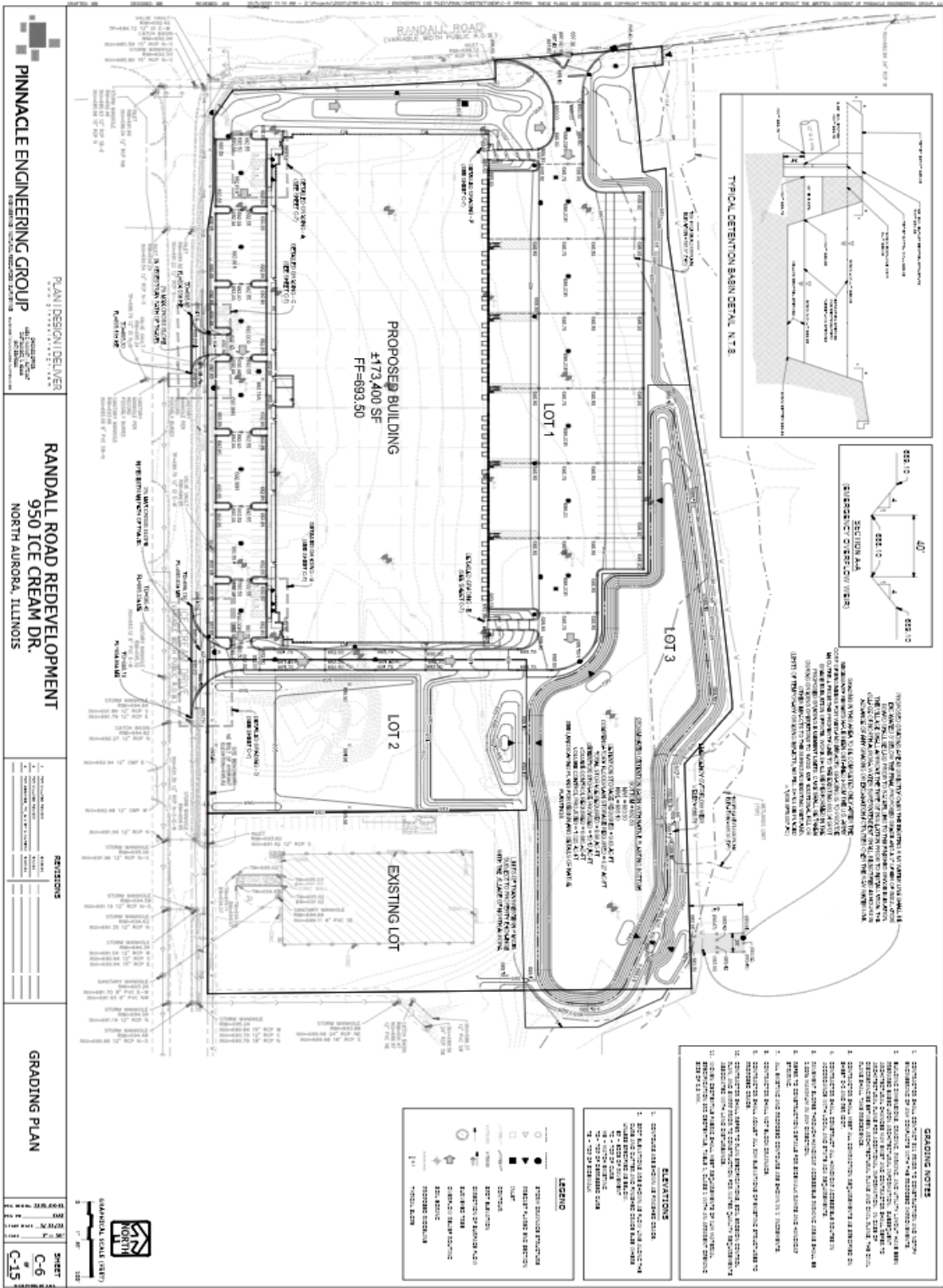
GRADING EASEMENT EXHIBIT

9/08/2021

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

PLAN | DESIGN | DELIVER
WWW.PINNACLE-ENGR.COM
PECJOB# 2185.00

EXHIBIT C
STORMWATER MANAGEMENT SYSTEM SPECS & DRAWINGS



Village of North Aurora Memorandum



To: Village President and Board of Trustees

From: Bill Hannah, Finance Director

CC: Steven Bosco, Village Administrator

Date: October 6, 2021

RE: IMLRMA Renewal for Liability, W/C and Other Coverage

The Village has received its annual renewal from IMLRMA for liability, property, workers' comp and other related coverages for calendar year 2022. The normal contribution for 2022 is **\$313,480 which is a 5.6% increase** from the prior year normal contribution of \$298,076, primarily due to an increase in the auto liability and comprehensive general liability portion of the contribution. This is the first increase in the Village's annual contribution in four years as the amount was held the same in the past three years. This also includes an amount for boiler/equipment breakdown coverage. If the Village pays by November 19th the Village will receive a 1.0% discount and only pay **\$310,345.20**.

The Village again received the option to participate in the Min-Max program for 2022. As the Board may recall, participation in this option provides a 15% reduction in the Village's contribution portion of the Loss Fund, however, if claim dollars exceed a certain amount the Village is responsible for additional contributions up to 130% of the Loss Fund amount (a two-to-one risk vs. reward program). Based on the risk-reward ratios and trend of Village claims it is not recommended to participate in this program.

Staff recommends that the Village continue to pay the normal contribution for the 2022 year less the discount for **\$310,345.20**. This amount would then be paid on an upcoming bill list. Staff routinely analyzes alternate options for the Village to procure the various coverages and believes that IMLRMA continues to provide the best overall value for the Village's coverage needs.



INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment
after completing the information
on the reverse side.

Date: October 1, 2021

Member: Village of North Aurora

Account #: 0414

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$156,589
Auto Liability & Comprehensive General Liability	\$118,726
Portable Equipment	\$1,209
Auto Physical Damage	\$6,188
Property	\$30,768
	<u>\$313,480</u>
2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	<u>\$1,500</u>

INVOICE TOTAL

\$314,980

**PLEASE CHOOSE ONE OF THE FOLLOWING
PAYMENT OPTIONS and enter it in the space
provided above:**

OPTION #1 – Pay Full Amount

Contribution Amount	\$313,480.00
Minus 1% Savings	\$3,134.80
	<u>\$310,345.20</u>
Illinois Municipal League Dues	\$1,500.00
Total due by 11/19/21	\$311,845.20

OPTION #2 - Pay Full Amount

Contribution Amount	\$313,480.00
Illinois Municipal League Dues	\$1,500.00
Total due by 12/17/21	\$314,980.00

OPTION #3 - Pay in two installments
Includes 1% installment fee

Contribution Amount	\$313,480.00
Plus 1% fee	\$3,134.80
	<u>\$316,614.80</u>
Illinois Municipal League Dues	\$1,500.00
	<u>\$318,114.80</u>

\$159,057.40 Due by 12/17/21**\$159,057.40 Due by 5/20/22**

**Membership with the Illinois Municipal League (IML) is a
requirement to remain a member of the IML Risk
Management Association.*

On behalf of the municipality named above ("Member"), I
hereby warrant that I have the authority to sign this agreement
on the Member's behalf. (If choosing the installment option, I
acknowledge and understand that it is afforded only as a benefit
for budgeting purposes and is not meant to allow for mid-term
withdrawal.) I acknowledge and understand that Article 5 of the
Intergovernmental Cooperation Contract ("Contract") prohibits
termination of the Intergovernmental Cooperation Contract no
less than 120 days prior to the first day of January of any given
year. Per Article 5, I warrant that the Member will adhere to the
Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

October 1, 2021

The Honorable Mark Gaffino
Village President
Village of North Aurora
25 East State Street
North Aurora, IL 60542-1668

Dear Village President Gaffino:

The Illinois Municipal League Risk Management Association (RMA) thanks you for your continued participation in the RMA program. We are very proud of our long history of providing an excellent risk management program and superior customer service to our members.

Enclosed please find your municipality's invoice for the 2022 coverage year starting on January 1, 2022. **We are very pleased that for the fourth year in a row, and due to solid financial decisions, your 2022 renewal rate has not increased.** In addition, we are pleased to continue to offer a **1% early payment discount if your payment is received in full no later than November 19, 2021.**

We have been working on your behalf to provide the following coverage enhancements for 2022:

- Increased limit on non-scheduled property in the open from \$5,000 to \$10,000.
- Increased limit on outdoor trees, shrubs and plants from \$1,000 per item to \$10,000 per item and from \$10,000 per occurrence to \$25,000 per occurrence.
- Coverage for automobile tire replacement if damage is caused by vandalism.
- Increased limit on drone physical damage coverage from \$2,500 to \$5,000.
- An added sublimit of \$100,000 for leased or rented equipment.

These coverage enhancements are in addition to the protection, budget stability, convenience, loss control training, expert claims handling and superior customer service that you are already accustomed to as a valued RMA member.

We thank you for making RMA your choice for professional risk management services and coverage. If you have questions about your 2022 renewal contribution amount or coverages, please contact Julia Reynolds at (800) 252-5051 ext. 1199 or Josh Odle at (800) 252-5051 ext. 2163.

If you would like one of our staff members to visit your municipality to review the RMA program and its benefits, or have any other questions or comments, please feel welcome to contact our main office at (217) 525-1220 to schedule an appointment. Thank you for your continued membership.

Yours very truly,



BRAD COLE
Managing Director

c: Bill Hannah, Risk Management Coordinator

Disclaimer: The trade secret, commercial, and financial information contained in the documents hereby provided are proprietary, privileged, and confidential IMLRMA/CCMSI records. Distribution of such trade secret, commercial, or financial information is prohibited and would cause competitive harm to IMLRMA/CCMSI.

161_ABILL_972021

Illinois Municipal League



Risk
Management
Association

INVOICE

2022 Min/Max Contribution

The signed Min/Max Agreement
must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment
after completing the information
on the reverse side.

Date: October 1, 2021

Member: Village of North Aurora

Account #: 0414

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$139,795
Auto Liability & Comprehensive General Liability	\$105,993
Portable Equipment	\$1,079
Auto Physical Damage	\$5,524
Property	\$27,468
	<u>\$279,859</u>
2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$1,500

INVOICE TOTAL

\$281,359

**PLEASE CHOOSE ONE OF THE FOLLOWING
PAYMENT OPTIONS and enter it in the space
provided above:**

OPTION #1 – Pay Full Amount

Contribution Amount	\$279,859.00
Minus 1% Savings	\$2,798.59
	<u>\$277,060.41</u>
Illinois Municipal League Dues	\$1,500.00
Total due by 11/19/21	\$278,560.41

OPTION #2 - Pay Full Amount

Contribution Amount	\$279,859.00
Illinois Municipal League Dues	\$1,500.00
Total due by 12/17/21	\$281,359.00

OPTION #3 - Pay in two installments Includes 1% installment fee

Contribution Amount	\$279,859.00
Plus 1% fee	\$2,798.59
	<u>\$282,657.59</u>
Illinois Municipal League Dues	\$1,500.00
	<u>\$284,157.59</u>

\$142,078.80 Due by 12/17/21

\$142,078.79 Due by 5/20/22

**Membership with the Illinois Municipal League (IML) is a
requirement to remain a member of the IML Risk
Management Association.*

On behalf of the municipality named above ("Member"), I
hereby warrant that I have the authority to sign this agreement
on the Member's behalf. (If choosing the installment option, I
acknowledge and understand that it is afforded only as a benefit
for budgeting purposes and is not meant to allow for mid-term
withdrawal.) I acknowledge and understand that Article 5 of the
Intergovernmental Cooperation Contract ("Contract") prohibits
termination of the Intergovernmental Cooperation Contract no
less than 120 days prior to the first day of January of any given
year. Per Article 5, I warrant that the Member will adhere to the
Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

Minimum/Maximum Contribution Agreement

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **VILLAGE OF NORTH AURORA**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2022 to January 01, 2023 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 85% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **VILLAGE OF NORTH AURORA** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **VILLAGE OF NORTH AURORA** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 89,342	\$ 89,342
Loss Fund @ 85%	<u>\$ 190,517</u>	@ 130% <u>\$ 291,379</u>
Contribution	\$ 279,859	\$ 380,721

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **VILLAGE OF NORTH AURORA** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.
8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.
9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President/Town President

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Reserved for RMA use only

RMA Managing Director

Date