

**AGENDA  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
WILLIAM TURNER, CHAIRMAN**

**MONDAY, NOVEMBER 23, 2015, 7:00 P.M  
CITY COUNCIL CHAMBERS  
2 E. MAIN STREET, ST. CHARLES, IL 60174**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADMINISTRATIVE**
  - a. Electric Reliability Report – Information only.
  - b. Active River Project Update – Information only.
- 4. PUBLIC WORKS DEPARTMENT**
  - a. Recommendation to approve Budget Addition for Electric Utility New Business Work.
  - b. Recommendation to approve Design Engineering Agreement for the South Tyler Road Reconstruction / Resurfacing Project.
  - c. Recommendation to approve Highway Authority Agreement for 1315 West Main Street.
  - d. Presentation of North 5<sup>th</sup> Avenue Water Main Project – Information only.
  - e. Illinois Department of Public Health Commendation for Flouride Compliance – Information only.
  - f. Recommendation to Waive the Formal Bid Procedure and approve a Purchase Order with Zimmerman Ford for Non-Stocked Automotive Parts and Vehicle Repairs.
- 5. FIRE DEPARTMENT**
  - a. Recommendation to approve the Kane County Fire Chiefs Fire Investigation Task Force Memorandum of Understanding and Authorization of the Mayor and City Clerk to Execute Same.

**6. EXECUTIVE SESSION**

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining

**7. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS**

**8. ADJOURNMENT**



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 11.23.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

For information only.

**Attachments:** *(please list)*

\*October 2015 Outage Report

**Recommendation / Suggested Action** *(briefly explain):*

For information only.

*For office use only:* Agenda Item Number: 3.a

**City of St. Charles  
October 2015 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	10/2/2015	9:30 PM	75	Part of Viewpointe Dr. & Rt. 31	331	Tree branch broke primary, neutral & damaged transformer.	22	1,650	Tree	Large branch
1	10/2/2015	9:30 PM	150	Part of Viewpointe Dr. & Rt. 31	331	Tree branch broke primary, neutral & damaged transformer.	16	2,400	Tree	Large branch
2	10/7/2015	9:30 AM	90	1550 Banbury Ave.	514	Underground service fault; hit by fence contractor.	1	90	Others	Dig-In
3	10/9/2015	3:21 PM	0	State St corridor from river to 6th St. East Main corridor from 9th Ave to Tyler	315/316	Squirrel on the bus in City Hall Sub	729	0	Animal	Squirrel
4	10/12/2015	9:00 AM	180	St. Charles E. High School	713	Scheduled for switchgear change out on Columbus Day.	1	180	Scheduled	SCMEU
5	10/21/2015	8:00 PM	60	Firestone; 1475 E. Main St.	514	Scheduled outage for secondary pedestal install.	1	60	Scheduled	SCMEU
6	10/24/2015	3:15 PM	80	1405 S. 8th St.	626	AT & T contractor cut service cable.	1	80	Others	Dig-In
7	10/30/2015	10:00 AM	120	902 & 915 Fox Glen Dr.	314	Scheduled outage for leveling transformer pad.	2	240	Scheduled	SCMEU
8	10/30/2015	10:00 AM	10	Jones Woods	334	Tree limb on line.	2	20	Tree	Large branch
9	10/31/2015	5:32 PM	58	From Tyler Rd. East. Large pocket across the eastern half of the City	13167	Edison lost feeder circuits. City Crew restored via switching at Dunham Road Sub.	703	40,774	ComEd	L13167
9	10/31/2015	5:32 PM	60	From Tyler Rd. East. Large pocket across the eastern half of the City	13155	Edison lost feeder circuits. ComEd restored via switching on their system.	1384	83,040	ComEd	L13155
						<b>Total of Interrupted Minutes</b>		<b>128,534</b>		
						<b>Total SAIDI*</b>		<b>8.332</b>		
						Total of ComEd Interrupted Minutes		<b>123,814</b>		
						Total SAIDI without ComEd		<b>0.306</b>		
						*System Average Interruption Duration Index (SAIDI)				



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Active River Project Update –Information Only

Presenter: Chris Adesso

*Please check appropriate box:*

	Government Operations	X	Government Services – 11.23.2015
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$0.00	Budgeted:	YES		NO	
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**Executive Summary:**

In April of 2014 the Active River Task Force was formed of Park District, Forest Preserve District, City staff and invested community members and has been meeting and working toward updating the 2002 River Corridor Master Plan (RCMP). A consulting team headed by Hitchcock Design Group (HDG) was hired by the Task Force and successfully completed the updated Mater Plan, which was subsequently approved by the City Council in September of 2015.

Since September 2015, the Active River Task Force has continued to meet every other Monday morning to discuss projects, funding and other topics pertaining to the Active River Concept. The Task Force wishes to provide the Council Committee updates on the status of topics pertaining to the Active River Project/Concept. The Task Force will submit the Task Force meeting agendas, minutes, selected documents and a detailed memo, if needed, as part of this update. This package of information will be provided in each of the members Government Services Committee meeting packet, and an item for Information Only will be placed on the agenda for each GSC meeting. A member of the Task Force will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.

**Attachments:** *(please list)*

- November 2, 2015 - Task Force Meeting Agenda
- November 16, 2015 - Task Force Meeting Agenda
- Active River Memo to Government Service Committee
- Active River “Specific Project” Spreadsheet

**Recommendation / Suggested Action** *(briefly explain):*

**None – For information only**

<i>For office use only:</i>	<i>Agenda Item Number: 3.b</i>
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## ACTIVE RIVER PROJECT MEMORANDUM

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**TO:** ACTIVE RIVER TASK FORCE

**FROM:** JOHN RABCHUK

**SUBJECT:** ACTIVE RIVER TASK FORCE MEETING AGENDA FOR 8:00 AM ON 11/2/15 @ BAKER COMMUNITY CENTER, ST. CHARLES 8:00 AM

**DATE:** OCTOBER 28, 2015

**CC:** MARK KOENEN, JOHN HOSCHEIT

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- I. Call meeting to order
- II. Task Force Updates
  - a. River Corridor Foundation
    - i. Riverboat fund application deadline mid-January 2015
    - ii. Potential for providing funding for matching river boat funds and for community marketing program
    - iii. Request for bubble design proposals from Hitchcock for completion of Bob Leonard Walk and for east side of river south of Prairie
  - b. 8/21/15 Kickoff meeting with representatives from City and Park District
    - i. Tentatively plan for monthly agenda item updates at Government Services Committee to be conducted by Pete Suhr
    - ii. Specific project list
  - c. Meetings with City Aldermen
    - i. Gaugel – 4<sup>th</sup> Ward
    - ii. Payleitner – 2<sup>nd</sup> Ward
    - iii. Bancroft – 3<sup>rd</sup> Ward
  - d. Fox River Study Group – annual meeting
  - e. CMAP – tentative meeting in December 2015
- III. Community communications and marketing - Rick Brems & Tony Zehnder
  - a. Use of Scott Shipley
  - b. Update
- IV. Other and new business
- V. Adjourn



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## ACTIVE RIVER PROJECT MEMORANDUM

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**TO:** ACTIVE RIVER TASK FORCE

**FROM:** JOHN RABCHUK

**SUBJECT:** ACTIVE RIVER TASK FORCE MEETING AGENDA FOR 8:00 AM ON 11/16/15 @ BAKER COMMUNITY CENTER, ST. CHARLES 8:00 AM

**DATE:** NOVEMBER 16, 2015

**CC:** MARK KOENEN, JOHN HOSCHEIT, JAMES COOKE

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- I. Call meeting to order – chaired by Chris Adesso (Rabchuk absent)
- II. Approve minutes from 11/2/15 meeting
- III. Task Force Updates
  - a. River Corridor Foundation
    - i. Status of bubble design proposal requests Hitchcock
      1. Completion of Bob Leonard Walkway
      2. East shore of river from Prairie south to Devereaux Drive
    - ii. Use of Park District grant writer for riverboat fund application?
  - b. Review and update specific project list
  - c. Meetings with City Aldermen
    - i. Turner – 4<sup>th</sup> Ward
    - ii. Besner – 5<sup>nd</sup> Ward
    - iii. Stellato – 1<sup>st</sup> Ward
  - d. Update on meeting with CMAP – tentative meeting for early December 2015
- IV. Community communications and marketing - Rick Brems & Tony Zehnder
  - a. How do we keep ARP in the public eye
    - i. Press releases
    - ii. River events
      1. Kayak and paddling club involvement
      2. Cycle clubs
      3. High Schools
- V. Other and new business
- VI. Review update information to be presented to city Government Services Committee

VII. Adjourn



## Public Works

Safety begins with  
TEAMWORK



# Memo

Date: November 23, 2015  
To: Government Services Committee  
Cc: Mayor Raymond Rogina, Mark Koenen, Peter Suhr  
From: Active River Task Force, by: Chris Adesso, Asst. Director of PW  
Re: **Active River Project Update – November Government Services Committee Meeting**

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The following is an update memo of key Active River Task Force agenda and action items for the Council Committee's information and comment:

1. The River Corridor Foundation (RCF) has requested a proposal from Hitchcock Design Group (HDG) to provide a "bubble plan" schematic of the Bob Leonard Walkway Phase II (Prairie St. to Illinois St.). This plan will provide enough detail that the plan could be used to submit a Kane County Riverboat Grant application. Furthermore, the RCF has requested the assistance of the St. Charles Park District staff grant writer to work on an application for funding that is due mid-January, 2015. This project would include improvements to the existing walkway such as; walkway lighting, site furnishings, pedestrian amenities and the addition of cultural components, as is recommended on Page 35 of the 2015 River Corridor Master Plan (RCMP), (See attached, underlined in green).

The RCF has also solicited a proposal from HDG to provide a similar "bubble plan" for the improvement of the riverfront and adjacent bike path area on the east side of the river from Prairie St. south to Devereaux Way. This plan is to function as a master planning document for future improvements along this section of the river and potentially be used as a preliminary design for grant funding applications.

2. John Rabchuk scheduled and held "Kick-Off" meetings with representatives from both the City Public Works Department and Park District to discuss the attached Specific Project list and options for planning future Capital Improvement Projects. The Specific Project list was requested by Jim Cooke, Park District board member and is an attempt to quantify and prioritize projects associated with the Active River Concept.
3. John Rabchuk has also been meeting with several key stakeholders throughout the city to gather input and feedback for the Task Force. Meetings have included City and Park District elected officials, school groups and civic organizations.
4. **Funding Update** – IDNR Dam Removal, Public Works Staff conference call on November 5, *IDNR Water Resources*. Peter Suhr, Karen Young and Chris Adesso participated in a conference call with Loren Wobig and Rick Gosch of the Illinois Department of Natural Resources, Division of Resource Management to discuss any potential funding/grant opportunities that may be applicable for the Active River Project. Mr. Wobig and Mr. Gosch indicated that the agency had been allocated approximately \$40MM dollars in 2013 and were instructed to use the dollars to remove 16 low head dams on several different waterways throughout Illinois. At this point in time, all of the \$40MM has been allocated to projects

throughout the state and future allocations of dollars from the State of Illinois to the Department of Natural Resources is unknown.

Staff was able to gain an understanding of the IDNR's process for distribution of funding for dam removal and identify some constraints that may arise as we move forward with the Active River project. Specifically, the concept plan that is currently included in the River Corridor Master Plan is significantly lacking in engineering and technical information. A hydrologic study of this section of the Fox River and a more detailed engineering analysis would be required to be completed prior to the IDNR being able to utilize any general reserve funds in a partnership with the City to remove the IDNR's dam.

Currently, there are no funds allocated, or plans to allocate funds, to the City of St. Charles or to fund an engineering study to modify or remove the low head dam located in the City of St. Charles. Further, with the uncertainty surrounding the State of Illinois' budget, there is hesitancy to identify when or if new funding will become available from IDNR for dam removal projects.

5. **Funding Update** - A meeting has been tentatively scheduled with representatives from the Chicago Metropolitan Agency for Planning, commonly known as CMAP, for December 2015. The purpose of this meeting is to discuss options and potential funding sources for projects that are consistent with the updated Master Plan and identify a strategy for possibly moving the "Active River Concept" forward with CMAP.

The Active River Task Force will continue to update the Council Committee through monthly information provided in each of the Aldermanic Packets and through a standing Information Only agenda item on the Government Services Committee meeting agenda, much like the Electric Reliability Report.

# St. Charles Active River Project

## Specific Project Components

Oct-15

Description	Phase	Location	Est. Cost Range	Dependencies	Priority	Potential Funding	Comments
RiverPark	Funding		\$ -		A		
	Engineering/Hydrology	Main Street north to railroad trestle.	\$ 1,500,000	decision on police station, stability of Freedom trail		CMAP, TIF, City, private funding	Includes dam modification, water level and flow control mechanism under railroad trestle, cycle and walking paths, play stream w/handicap access, new overpass pedestrian bridge, public performance venues, landscaping, sediment removal, path under Main Street bridge
	Design		\$ 500,000	Hydrology studies/modeling		CMAP, TIF, City, private funding	
	Construction		\$ 15,000,000			Corps of Engineers, state and federal EPA, Fish & Wildlife, CMAP, DOT, TIF, private foundations	
Bike trail connection - north of Main Street along river	Design Concepts	Connecting new path under Main Street bridge to Fox River Trail on east side of river. Through or around Pot. Park to reduce current slope on State Street and to simplify route		Partially dependent on design of north end of RiverPark as it meets Pot Park. Railroad permission?	A	Park District capital budget, US Rivertrails System	Consider switchback design along either north or south side of railroad berm and then construct path at far east end of Pot Park that will then connect to N. Second Ave north of North Avenue.
	Engineering						
	Construction			Completion of RiverPark			
Boy Scout Island - boat ramp & parking	Design	Expand existing facility add more ramps and parking for trailers and vehicles		Boy Scout Island channel diversion design	A	Park District capital budget, DOT/DNR grants	
	Engineering						
	Construction						
Boy Scout Island - channel diversion	Design	Create new channel for river to flow between shore and BSI. Pedestrian bridge to access BSI. Consider floating gardens in new channel		Boy Scout Island boat ramp & parking design	A	Park District capital budget, DOT/DNR grants, CMAP, EPA, Corps of Engineers	May be best to consider engineering, permitting and construction in conjunction with RiverPark as there may be interrelated issues (compensatory land areas and dredging).
	Engineering						
	Construction						
Rowing Training Center		Q Center - along river				private funding	City to serve as active facilitator to engage Q Center and Row America to consider design and build of training facility and skull storage facility on Q Center property.
Bike trail connection - Illinois Street to RiverPark	Design	Cycle and pedestrian pathway from north side of Illinois Street along river edge to connect to new path under Main Street bridge		Design of RiverPark pathway under Main Street bridge. Potentially move intersection of Illinois Street and Riverside Drive further east.		DOT grants, City capital budget, CMAP, US Rivertrails System	Consider pedestrian activated warning lights at crossing at Illinois Street which will be at grade level. Consider inclusion of some structure to cover/hide current gabion basket shoreline erosion system. A living wall location?
	Engineering						

	Construction						
Family play areas	Design	2 - 4 small children play attractions in the heart of downtown. Potential for splash parks, play fountains, other unique play features. 1000 - 2000 square feet each. Serve as attractions to draw family shoppers	\$10 - 25,000 for each site	First Street Development construction site design and construction for some locations, but site dependent for all listed possibilities		private funding, riverboat grant, private foundations, crowd funding (RCF managed effort)	Sites to consider: east extension of First Street Plaza, SW corner of First Street & Illinois, NW corner of Illinois & Riverside Drive, north end of parking lot along river and just south of State Street Creek, Century Corners area, area surrounding Beith House, Hazeltine Park, drive thru/parking area of Fox Valley Cleaners, other?
	Engineering		\$ 20-50,000 for each site				
	Construction		\$200,000 for each site				
Bob Leonard Walk	Design	From Mt. St. Mary Park to Illinois Street. Complete BLW with furnishings, landscape, sculpture pads, lighting	\$5-10,000	None	A	private funding, riverboat grant, private foundation, crowd funding (RCF managed effort)	Design proposal requested from Hitchcock Group. RCF intends to apply for 2016 riverboat grant
	Engineering	lighting	?	None	A	private funding, riverboat grant, private foundation, crowd funding (RCF managed effort)	Engineering potentially handled by city staff
	Construction	lighting, furnishings, concrete pads	\$25 - 50,000	None	A	private funding, riverboat grant, private foundation, crowd funding (RCF managed effort)	Lighting component may have to be considered separately due to cost considerations
Charlemagne/Johannsen's Island - art sculpture	Design	Circular island just south of Piano Factory Footbridge	\$ 50,000	None	A	local private foundation has indicated financial support	Kinetic art sculpture design has been commissioned. Preliminary designs available late 2015. Sculpture may include multiple kinetic pieces working synchronously. Installation, permitting and foundation work may require city assistance
Bike/pedestrian path - Illinois Street south to Prairie	Design	Illinois Street south to new underpass of east end of Prairie Street bridge	?	Design of intersection of Illinois Street and Riverside Drive		DOT, DNR, CMAP, US Rivertrails System	
	Engineering						
	Construction						
Bike pedestrian path - east side of river - Prairie Street south to treatment plant discharge	Design	East side of river from Prairie Street to Devereaux Drive. Separate cycle and pedestrian traffic, bioswales to handle street water run-off, landscaping, lighting, fishing access points, underpass of Prairie Street bridge	?	None		DOT, CMAP, US Rivertrails System, riverboat grant, Kane County bike trails	Current design provides enough land in most areas, but may have to consider cantilevering path over river shoreline. RCF has solicited design proposal from Hitchcock.
	Engineering						
	Construction						

Pottawattomie Park Marina	Design	Southwest corner of Pot. Park on the river.	?	Design of RiverPark and new, wider entry into Pot. Park from the south.		DNR, DOT, riverboat grant, Park District capital funding	Marina for power boats to park and then walk to downtown restaurants and other amenities. No overnight use. Fee driven?
	Engineering						
	Construction						



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Budget Addition for Electric Utility New Business Work

Presenter: Tom Bruhl

*Please check appropriate box:*

	Government Operations	X	Government Services 11.23.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$194,000	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

Will be 100% offset by revenue from customers/developers

**Executive Summary:**

The Electric Utility does not normally budget for new business work given the uncertainty of some projects. The Electric work related to the following projects was not budgeted in the Fiscal Year 16 budget. These projects are either certain or already in progress. These are reimbursable jobs and the funds added to the expense budget will be 100% offset by revenue from the customers, resulting in a net zero change to the Electric overall budget.

- 1501 Indiana Avenue – building renovation transformer replacement – \$13,000
- 1850 Bricher – tear down and rebuild to multi-tenant – \$31,000
- 1200 Equity Drive – new building for AJR Filtration – \$66,000
- 1500 Lincoln Hwy – tear down and rebuild for CVS – \$40,000
- 875 Country Club- Previously annexed property converting to City electric-\$44,000

**Attachments:** *(please list)*

Budget Revision Form

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a budget addition for electric utility work related to new business projects in the amount of \$194,000.

*For office use only:*

*Agenda Item Number: 4.a*

# BUDGET REVISION REQUEST FORM

Department: Electric

Date Requested: November 23, 2015

## Purpose of Request/Comments (Attach additional pages if necessary)

Add funds to Electric budget for purpose of procuring material for proposed  
new business projects

1501 Indiana - \$13,000; 1850 Bricher - \$31,000; 1200 Equity Drive - \$66,000

1500 Lincoln Hwy - \$40,000, 875 Country Club Road - \$44,000

These will be 100% offset by payments from customers into the Revenue Accounts

## Equal Dollar Transfer

Amount \_\_\_\_\_

### Account Numbers

<i>From</i>		<i>To</i>	
Accounting		Accounting	
Unit: _____	Account: _____	Unit: _____	Account: _____
Activity: _____		Activity: _____	

## Addition (or Decrease) to Department Budget

Accounting  
Unit: 200521 Account: 56205 Amount \$194,000

Activity: Various

Originator: T Bruhl

November 23, 2015  
Date

Department Head: \_\_\_\_\_

\_\_\_\_\_  
Date

Dir. Of Finance/Administration: \_\_\_\_\_


\_\_\_\_\_  
Date

For Finance Use Only

Revision entered and updated \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>					
	Title:	Recommendation to Approve Design Engineering Services for the South Tyler Road Reconstruction / Resurfacing Project				
	Presenter:	Karen Young				
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services 11.23.2015		
	Planning & Development			City Council		
Estimated Cost:	\$59,902.32	Budgeted:	YES	X	NO	
<b>Executive Summary:</b>						
<p>South Tyler Road is programmed to be reconstructed from South Tyler Road to Cambridge Drive and resurfaced from Cambridge Drive to Division Street. Request for Qualifications/Proposals were sent out to four engineering firms for the design of this work including Civiltech Engineering, HR Green, Robinson Engineering and Thomas Engineering Group. Qualifications and proposals were received by everyone except Thomas Engineering Group.</p> <p>Staff conducted a thorough review of qualifications submitted by all firms and utilized a ranking system to evaluate several different categories for each firm. Staff selected HR Green of Yorkville based on this ranking system and agreed price was negotiated. HR Green has extensive experience preparing design plans and specifications for roadway reconstruction and resurfacing projects. In addition, they have been successfully working with City Staff on the 7<sup>th</sup> Avenue Creek Project and recently completed the field surveying work for the South Tyler Road project.</p> <p>Bidding and construction is scheduled to take place this spring.</p>						
<b>Attachments:</b> <i>(please list)</i>						
None.						
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>						
Recommendation to approve Design Engineering Services with HR Green, Inc. for the South Tyler Road Reconstruction / Resurfacing Project in the amount of \$59,902.32.						
<i>For office use only:</i>		<i>Agenda Item Number: 4.b</i>				



	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>					
	Title:	Recommendation to Approve Tiered Approach to Correction Objectives Agreement for 1315 West Main Street				
	Presenter:	Karen Young				
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services 11.23.2015		
	Planning & Development			City Council		
Estimated Cost:	\$0	Budgeted:	YES		NO	X
<b>Executive Summary:</b>						
<p>The Public Works Department, with the assistance of legal representation, has been working closely with Retail/Service Station Operations, a series of Evergreen Resources Group to prepare a Tiered Approach to Correction Objectives Agreement, also known as a TACO Agreement, for the former Sunoco Station that was located at 1315 West Main Street. This is the present site for the Lundeen Liquors.</p> <p>This is a standard environmental agreement that is used between local agencies and property owners to outline responsibilities, time restrictions, and corrective actions for properties where environmental impacts have been reported to the Illinois Environmental Protection Agency (IEPA). This agreement will help to protect the City during future reconstruction or maintenance activities in or around this property in the event that there is a need to perform additional clean-up of contaminated materials or provide fiscal compensation towards the same.</p>						
<b>Attachments:</b> <i>(please list)</i>						
Copy of Tiered Approach to Correction Objectives Agreement						
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>						
Recommendation to approve Tiered Approach to Correction Objectives Agreement for 1315 West Main Street.						
<i>For office use only:</i>		<i>Agenda Item Number: 4.c</i>				

## SUPPLEMENTAL AGREEMENT

### TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 pursuant to 35 Ill. Admin. Code Section 742.1020 by and between Retail/Service Station Operations, a series of Evergreen Resources Group, LLC, a Delaware limited liability company with a principal place of business at 2 Righter Parkway, Suite 200, Wilmington, DE 19803 (“Responsible Party”) and the City of St. Charles (“City”), as follows:

1. This Agreement is not binding upon the City until it is executed by the undersigned representative of the City and prior to execution, this Agreement constitutes an offer by Responsible Party. The duly authorized representatives of Responsible Party have signed this Agreement and this Agreement is binding upon it, its successors and assigns.
  - 2.a. Responsible Party is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 1315 W. Main Street (the southeastern corner of the intersection of Main Street and 14<sup>th</sup> Street), St. Charles, Illinois (the “Site”).
  - 2.b. Attached as Exhibit A are site maps prepared by Responsible Party which show where soil and groundwater were sampled by Responsible Party in the right-of-way. Shown in Exhibit B are tables prepared by Responsible Party showing the concentration of contaminants of concern hereafter “Contaminants (limited to those contaminants associated with Illinois Emergency Management Agency incident number 910298),” in soil and/or groundwater within the right-of-way and which shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board (“IPCB”) which are exceeded in those samples taken in the right-of-way adjacent to the Site. The right-of-way, and only the right-of-way, as described in Exhibit C, hereinafter the “Right-of-Way,” adjacent to the site is subject to this Agreement. As the drawings in the Exhibits are not surveyed plats, the

boundary of the Right-of-Way in the Exhibits may be an approximation of the actual right-of-way lines. The Right-of-Way has been sampled, and the parties believe that the Right-of-Way is adequate to encompass soil and/or groundwater within the Right-of-Way possibly impacted with Contaminants from a release at the Site.

2.c. The Illinois Emergency Management Agency has assigned incident number 910298 to this release at the Site.

2.d. Responsible Party intends to request risk-based, site specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency (“IEPA”) under 35 Ill. Admin. Code Part 742.

2.e. Under these rules, use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The City holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and has jurisdiction of the Right-of-Way. For purposes of this Agreement, “jurisdiction” means that the City exercises access control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit must be obtained from the City for that access within the Right-of-Way.

4.a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable “Highway Authority Agreement” to IEPA, as the City is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the release at levels above residential Tier 1 remediation objectives.

4.b. The IEPA and the City Attorney (“CA”) must review and approve this Agreement, and this Agreement shall be referenced in the IEPA’s “No Further Remediation” determination in the chain of title for the Site in the county where the Site is located.

4.c. This Agreement shall be null and void as a Highway Authority Agreement should the IEPA or CA not approve it or should it not be referenced in the “No Further Remediation” determination, provided, however, that this Agreement shall be effective between the Responsible Party and the City immediately upon signature by their representatives.

5. The City promises IEPA and the Responsible Party that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, the Responsible Party agrees to reimburse the City for maintenance activities requested by Responsible Party in writing in order to maintain it as a barrier. The City does not otherwise agree to perform maintenance of the Right-of-Way, nor does it agree that the highway Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. The Responsible Party agrees to indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the City, and the City’s agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney’s fees and court costs, associated with the release of Contaminants from the Site, regardless of whether said obligations or costs were caused by the negligence, but not the gross negligence, of them.

7. As an additional consideration, Responsible Party agrees to reimburse the City for the reasonable costs it has incurred in connection with its legal and technical review of Responsible Party’s request of the Highway Authority Agreement and in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of

contaminants at this Site. The City shall appropriate documentation of those costs for Responsible Party. Such costs shall not exceed EIGHT THOUSAND Dollars (\$8,000.00).

8. This Agreement shall be binding upon all successors in interest to the Responsible Party or highway Right-of-Way. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway.

9. Violation of the terms of this Agreement by Responsible Party, or their successors in interest, may be grounds for voidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the City will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the City has not cured the violation within such time as IEPA has granted to cure the violation.

10. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by the Responsible Party and notice to the City, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

11. This Agreement is in settlement of claims the City may have arising from the release of Contaminants into the Right-of-Way associated with incident number 910298.

12. This Agreement does not limit the City's ability to construct, reconstruct, improve, repair, maintain and operate a highway upon its property or to allow others to use the highway Right-of-Way by permit. To that extent, the City reserves the right and the right of those using its property under permit to remove contaminated soil or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment. Prior to taking any such action, the City will first give Responsible Party written notice, unless there is an immediate

threat to the health or safety to any individual or to the public, that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil or groundwater to the extent necessary for its work. Failure to give notice is not a violation of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Responsible Party may review or may perform, if requested to do so by the City. If practicable, as determined by the City, the City may request Responsible Party to remove and dispose of the contaminated soil and/or groundwater necessary for the City's work in advance of that work.

The Responsible Party shall reimburse the reasonable costs incurred by the City to perform the site investigation and to dispose of any contaminated soil or groundwater, provided, however, that if notice to Responsible Party has not been given and there was no immediate threat to health or safety, reimbursement for those costs shall be limited to \$10,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Responsible Party not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City's option, upon written notice to Responsible Party by the City that those costs have not been reimbursed.

Responsible Party may cure that problem within twenty working days by making payment, or may seek to enjoin that result.

13. Written notice required by this Agreement shall be mailed to the following:

If to Responsible Party representative:

Name	Michael Byrne, Senior Environmental Specialist
Company	Sunoco, Inc.
Street	3499 West Broad Street
City, State, Zip	Columbus, Ohio 43204

And to:

Law Department  
Sunoco, Inc.  
1735 Market Street  
Philadelphia, PA 19103

And to:

Retail/Service Station Operations  
Evergreen Resources Group, LLC  
2 Righter Parkway, Suite 200  
Wilmington, DE 19803

If to City:

Name	Director of Public Works City of St. Charles Public Works Department
Street	2 East Main Street
City, State, Zip	St. Charles, IL 60174

And to:

Name	Development Engineering Manager City of St. Charles Community & Economic Development Department
Street	2 East Main Street
City, State, Zip	St. Charles, IL 60174

And to:

Name	Building & Code Enforcement Division Manager City of St. Charles Community & Economic Development Department
Street	2 East Main Street
City, State, Zip	St. Charles, IL 60174

14. The City's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the City is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

As a condition of this permit, the permittee shall request the District Permit Office to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to

protect worker safety and human health and the environment.

Excavated, contaminated soil should be managed off-site in accordance with all environmental laws.

Responsible Party hereby releases the City from liability for breach of this Agreement by others under permit and indemnifies the City against claims that may arise from others under permit causing a breach of this Agreement. Responsible Party agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know who is excavating in the Right-of-Way about this Agreement.

15. Should the City breach this Agreement, Responsible Party's sole remedy is for an action for damages in the Illinois Court of Claims. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$500. No other breach by the City, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by Responsible Party against the City or them and Responsible Party hereby releases the City, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the City convey, vacate or transfer jurisdiction of that highway Right-of-Way, Responsible Party may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

16. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws and under its right and obligations as a highway authority. Should



any provisions of this Agreement be struck down as beyond the authority of the City, however,  
this Agreement shall be null and void.

IN WITNESS WHEREOF, Responsible Party, Retail/Service Station Operations, a Series of  
Evergreen Resources Group, LLC , has caused this Agreement to be signed by its duly authorized  
representative.

BY: \_\_\_\_\_  
(Title)\_\_\_\_\_

DATE:\_\_\_\_\_

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Secretary.

BY: \_\_\_\_\_  
Mayor

DATE:\_\_\_\_\_

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ pursuant to 35 Ill. Adm. Code 742.1020 by and between (1) Retail/Service Station Operations, a Series of Evergreen Resources Group, LLC (Evergreen), (“Owner/Operator”) and (2) the City of Saint Charles (“Highway Authority”), collectively known as the “Parties.”

**WHEREAS**, Evergreen is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1315 West Main Street, Saint Charles, Illinois (“the Site”);

**WHEREAS**, as a result of one or more releases of contaminants from the above-referenced underground storage tanks (“the Release”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

**WHEREAS**, the Owner/Operator is conducting corrective action in response to the Release;

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

**NOW, THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 910298 to the Release.

**3.** Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.

**4.** Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

**5.** Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

**6.** The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

**7.** The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

**8.** The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit.

In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

**9.** This agreement shall be referenced in the Agency's no further remediation determination issued for the Release.

**10.** The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

**11.** This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further

remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.

**12.** In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

**13.** This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

**14.** This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

**15.** Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62794-9276

Michael Byrne, Senior Environmental  
Specialist  
Sunoco Inc.  
3499 West Broad Street  
Columbus, Ohio 43204

And to:

Director of Public Works

City of St. Charles

East Main Street

St. Charles, IL 60174

And to:

Development Engineering Manager

City of St. Charles Community & Economic

Development Department

2 East Main Street

St. Charles, IL 60174

And to:

Building & Code Enforcement Division Manager

City of St. Charles Community & Economic

Development Department

2 East Main Street

St. Charles, IL 60174

And to:

Law Department

Sunoco, Inc.

1735 Market Street

Philadelphia, PA 19103

And to:

Retail/Service Station Operations

Evergreen Resources Group, LLC

2 Righter Parkway, Suite 200

Wilmington, DE 19803

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their  
duly authorized representatives.

Date: \_\_\_\_\_

City of St. Charles, Illinois

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Owner/Operator

Evergreen

By: \_\_\_\_\_

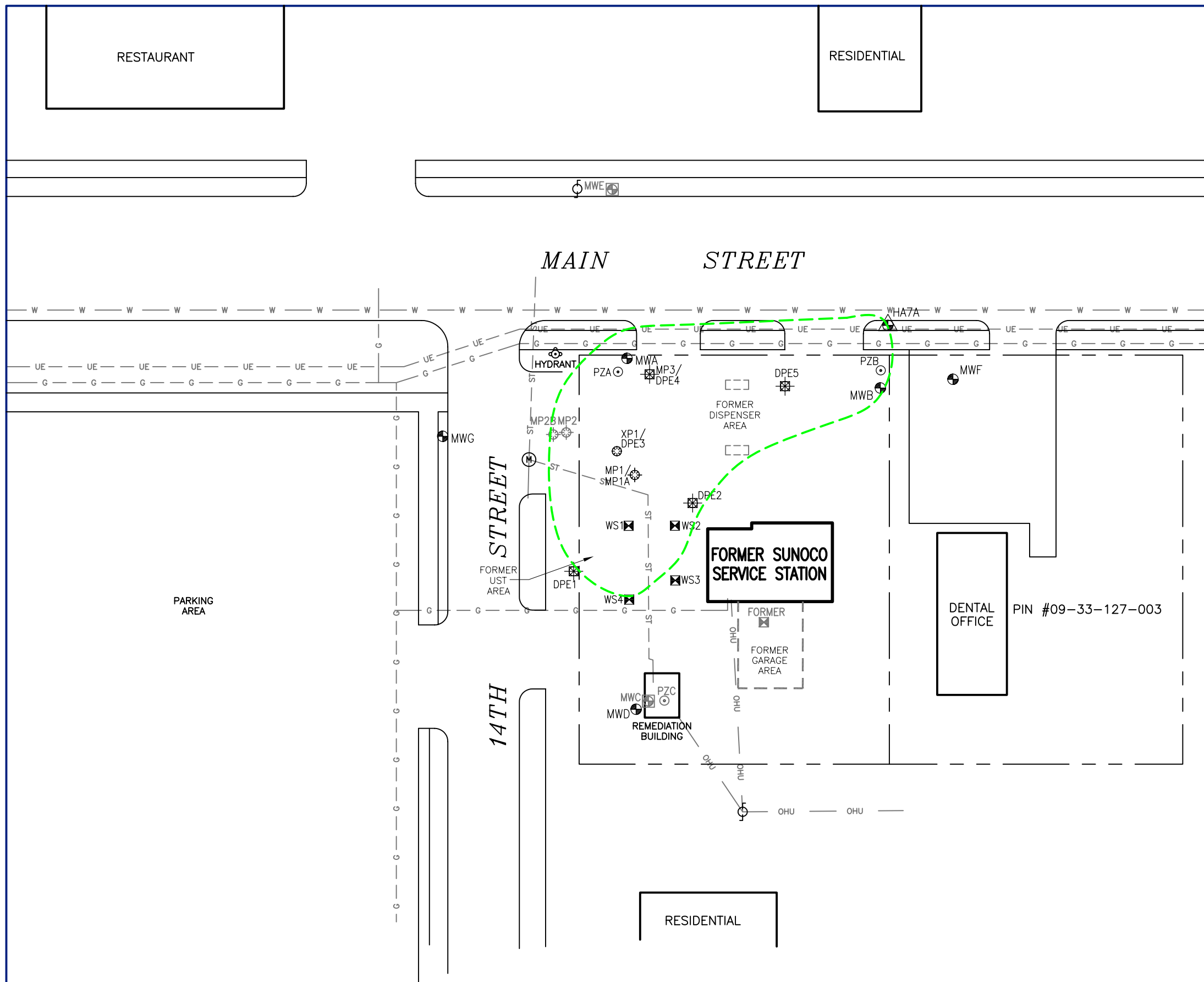
Title: \_\_\_\_\_

**EXHIBIT A**



**LEGEND**

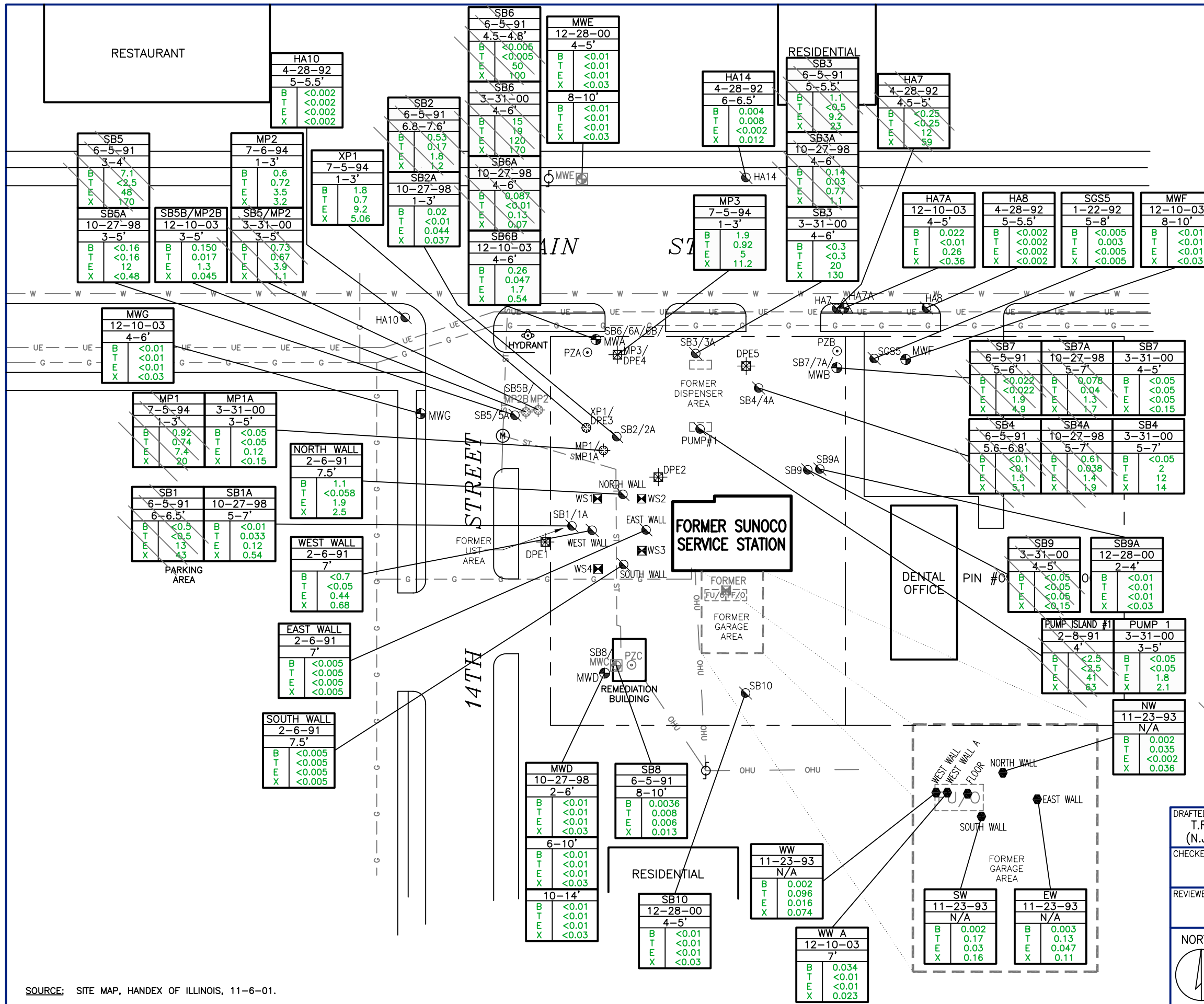
- FORMER FUEL OIL TANK
- FORMER WASTE OIL TANK
- UTILITY MANHOLE
- UTILITY POLE
- MONITORING WELL
- DESTROYED MONITORING WELL
- DUAL PHASE EXTRACTION WELL
- SOIL VAPOR EXTRACTION WELL
- SOIL VAPOR MONITORING POINT
- FORMER SOIL VAPOR MONITORING POINT
- PIEZOMETER
- FORMER PIEZOMETER
- OBSERVATION/SUMP WELL
- FORMER OBSERVATION/SUMP WELL
- TEMPORARY WELL
- UNDERGROUND STORM SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- OVERHEAD UTILITIES
- ESTIMATED EXTENT OF SOIL IMPACT



M:\Graphics\1400-Chicago\Sunoco\0000-0022 St Charles\0000-0022 st charles SM.dwg, 11/3/2004 12:39:38 PM, TMichaelidis

SOURCE: SITE MAP, HANDEX OF ILLINOIS, 11-6-01.

DRAFTED BY: T.M. (N.J.)	<b>ESTIMATED EXTENT OF SOIL IMPACT</b>		
CHECKED BY:	<b>FORMER SUNOCO SERVICE STATION</b>		
REVIEWED BY:	<b>DUNS #0000-0022</b>		
	<b>1315 WEST MAIN STREET</b>		
	<b>ST. CHARLES, ILLINOIS</b>		
NORTH 	Groundwater & Environmental Services, Inc.		
	1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60504		
	SCALE IN FEET 	DATE 11-3-04	FIGURE 1



### LEGEND

- FF/O FORMER FUEL OIL TANK
- FU/O FORMER USED OIL TANK
- M UTILITY MANHOLE
- UTILITY POLE
- MONITORING WELL
- ⊗ DESTROYED MONITORING WELL
- ⊠ DUAL PHASE EXTRACTION WELL
- ⊙ SOIL VAPOR EXTRACTION WELL
- ⊕ SOIL VAPOR MONITORING POINT
- ⊗ FORMER SOIL VAPOR MONITORING POINT
- ⊙ PIEZOMETER
- ⊙ FORMER PIEZOMETER
- ⊠ OBSERVATION/SUMP WELL
- ⊠ FORMER OBSERVATION/SUMP WELL
- ⊠ TEMPORARY WELL
- ST — UNDERGROUND STORM SEWER
- W — UNDERGROUND WATER LINE
- G — UNDERGROUND GAS LINE
- OHU — OVERHEAD UTILITIES
- SOIL BORING
- SOIL SAMPLE

NORTH WALL		SAMPLE IDENTIFICATION	
2-6-91		SAMPLE DATE	
7.5'		SAMPLE DEPTH (feet)	
B	1.1	BENZENE CONCENTRATION (mg/kg)	
T	<0.058	TOLUENE CONCENTRATION (mg/kg)	
E	1.9	ETHYLBENZENE CONCENTRATION (mg/kg)	
X	2.5	XYLENES CONCENTRATION (mg/kg)	

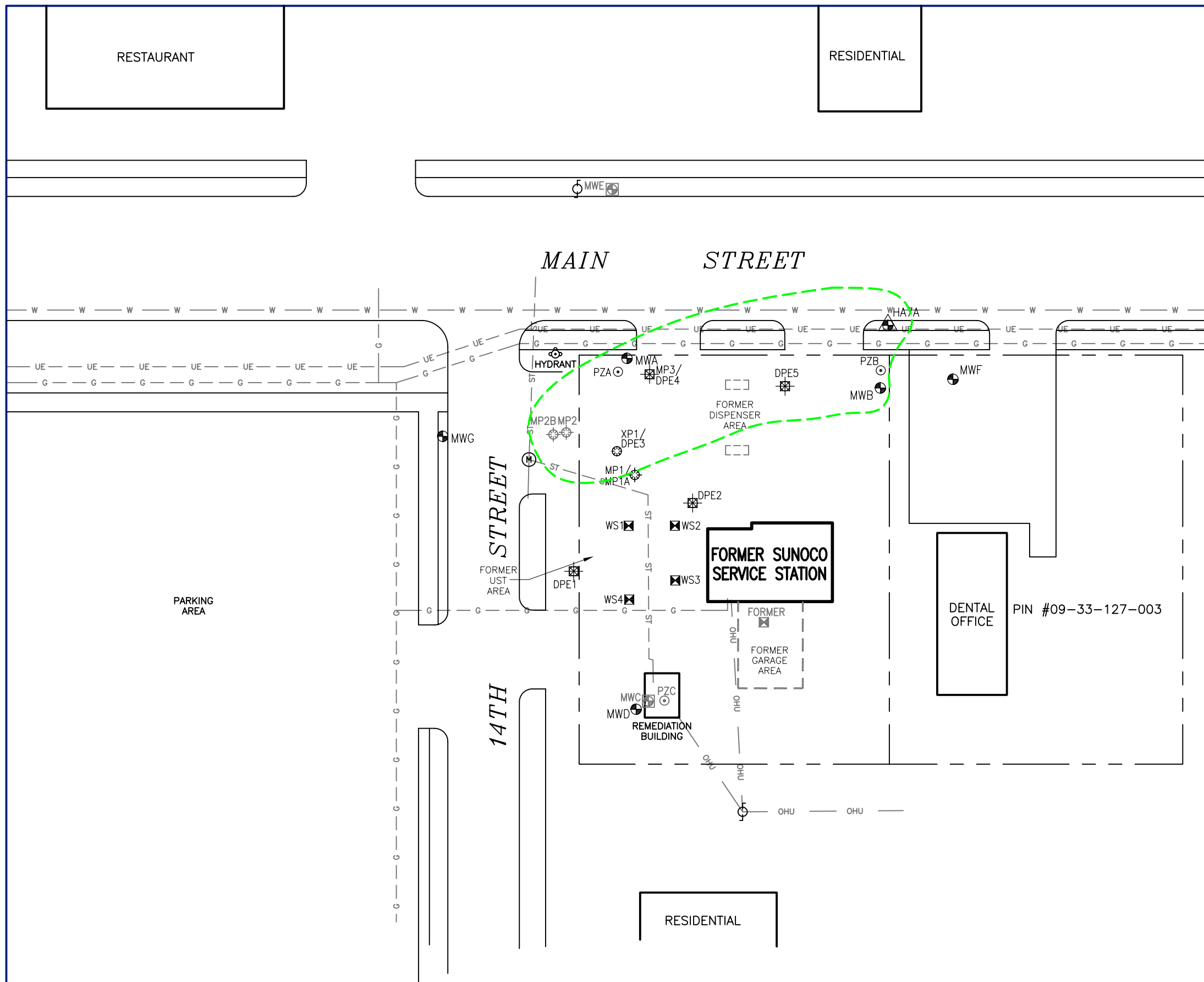
mg/kg MILLIGRAMS PER KILOGRAM  
 <# WHERE AN ANALYTE IS NOT DETECTED, A METHOD DETECTION LIMIT IS GIVEN  
 N/A NOT AVAILABLE  
 RESAMPLED

DRAFTED BY: T.R. (N.J.)	<b>SOIL ANALYTICAL DATA MAP</b>  <b>FORMER SUNOCO SERVICE STATION</b> DUNS #0000-0022 1315 WEST MAIN STREET ST. CHARLES, ILLINOIS
CHECKED BY:	
REVIEWED BY:	
NORTH 	Groundwater & Environmental Services, Inc. 1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60504
SCALE IN FEET 	DATE 11-18-05
	FIGURE 2

M:\Graphics\1400-Chicago\Sunoco\0000-0022 St Charles\SM.dwg, 11/18/2005 2:21:47 PM, T.Rodriguez

**LEGEND**

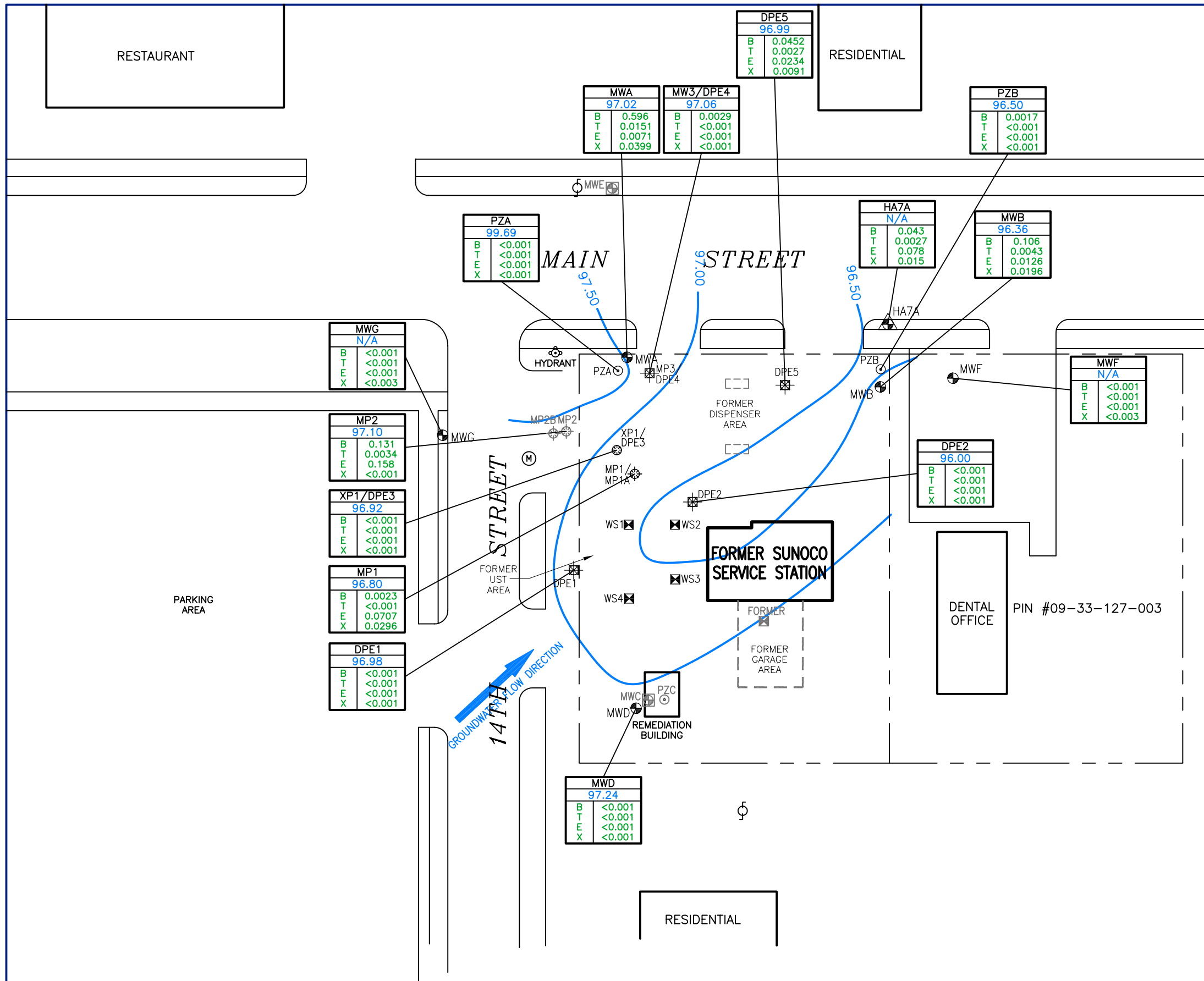
- FORMER FUEL OIL TANK
- FORMER WASTE OIL TANK
- UTILITY MANHOLE
- UTILITY POLE
- MONITORING WELL
- DESTROYED MONITORING WELL
- DUAL PHASE EXTRACTION WELL
- SOIL VAPOR EXTRACTION WELL
- SOIL VAPOR MONITORING POINT
- FORMER SOIL VAPOR MONITORING POINT
- PIEZOMETER
- FORMER PIEZOMETER
- OBSERVATION/SUMP WELL
- FORMER OBSERVATION/SUMP WELL
- TEMPORARY WELL
- UNDERGROUND STORM SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- OVERHEAD UTILITIES
- ESTIMATED EXTENT OF GROUNDWATER IMPACT



DRAFTED BY: T.M. (N.J.)	<b>ESTIMATED EXTENT OF GROUNDWATER IMPACT</b>	
CHECKED BY:	<b>FORMER SUNOCO SERVICE STATION</b>	
REVIEWED BY:	<b>DUNS #0000-0022</b>	
	<b>1315 WEST MAIN STREET</b>	
	<b>ST. CHARLES, ILLINOIS</b>	
NORTH 	Groundwater & Environmental Services, Inc.	
	1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60504	
	SCALE IN FEET 	DATE 11-3-04
		FIGURE 3

SOURCE: SITE MAP, HANDEX OF ILLINOIS, 11-6-01.

M:\Graphics\1400-Chicago\Sunoco\0000-0022 St Charles\0000-0022 st charles SM.dwg, 11/3/2004 12:39:18 PM, TMichaelidis



**LEGEND**

- FORMER FUEL OIL TANK
- FORMER WASTE OIL TANK
- UTILITY MANHOLE
- UTILITY POLE
- MONITORING WELL
- DESTROYED MONITORING WELL
- DUAL PHASE EXTRACTION WELL
- SOIL VAPOR EXTRACTION WELL
- SOIL VAPOR MONITORING POINT
- FORMER SOIL VAPOR MONITORING POINT
- PIEZOMETER
- FORMER PIEZOMETER
- OBSERVATION/SUMP WELL
- FORMER OBSERVATION/SUMP WELL
- TEMPORARY WELL

WELL IDENTIFICATION	
<b>MWA</b>	<b>97.02</b>
B	0.596
T	0.0151
E	0.0071
X	0.0399

mg/L MILLIGRAMS PER LITER  
 <# WHERE AN ANALYTE IS NOT DETECTED, A METHOD DETECTION LIMIT IS GIVEN  
 N/A NOT AVAILABLE

**NOTE:**

GROUNDWATER ELEVATION CONTOURS IN FEET.  
 ALL ANALYTICAL RESULTS ARE IN MICROGRAMS PER LITER.  
 MWF & MWG WERE NOT USED TO GENERATE GROUNDWATER CONTOURS.  
 MWF & MWG WERE SAMPLED ON FEBRUARY 11, 2004.  
 HA7A WAS SAMPLED ON 12-10-03.

DRAFTED BY: T.M. (N.J.)	<b>GROUNDWATER MONITORING MAP SEPTEMBER 8, 2003</b>		
CHECKED BY:	<b>FORMER SUNOCO SERVICE STATION DUNS #0000-0022 1315 WEST MAIN STREET ST. CHARLES, ILLINOIS</b>		
REVIEWED BY:	Groundwater & Environmental Services, Inc. 1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60504		
NORTH 	SCALE IN FEET 	DATE	FIGURE
	0 40	10-18-04	4

**EXHIBIT B**

Table 1  
 Soil Analytical Summary - VOCs

Tier 1 - Volatiles Soil Remediation Objectives		Vinyl Chloride	1,1-Dichloroethylene	Methylene Chloride	trans-1,2-Dichloroethylene	cis-1,2-Dichloroethylene	Chloroform	1,1,1-Trichloroethane	Carbon Tetrachloride	Benzene	1,2-Dichloroethane	Trichloroethylene	1,2-Dichloropropane	Dichlorobromomethane	Toluene	1,1,2-Trichloroethane	Tetrachloroethylene	Chlorobenzene	Ethylbenzene	Total Xylenes	Styrene	Bromoforn
Soil Sample Location	Date	Depth (ft)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)
Ingestion			0.46	700	85	1,600	780	100	5	12	7	58	9	10	16,000	310	12	1,600	7,800	160,000	16,000	81
Inhalation			0.28	1,500	13	3,100	1,200	0.3	1,200	0.3	0.4	5	15	3,000	650	1,800	11	130	400	320	1,500	53
SCGIER - Class I Groundwater			0.01	0.06	0.02	0.7	0.4	0.6	0.07	0.03	0.02	0.06	0.03	0.6	12	0.02	0.06	1	13	150	4	0.8
SCGIER - Class II Groundwater			0.07	0.3	0.2	3.4	1.1	2.9	0.33	0.17	0.1	0.3	0.15	0.6	29	0.3	0.3	6.5	19	150	18	0.8
North Wall	2/6/91	7.5	<0.11	<0.056	0.22	<0.056	<0.056	<0.056	<0.056	1.1	<0.056	<0.056	<0.056	<0.056	<0.056	<0.056	<0.056	<0.056	1.9	2.5	<0.056	<0.056
East Wall	2/6/91	7.0	<0.01	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
South Wall	2/6/91	7.5	0.01	0.005	0.005	0.005	0.005	0.005	0.005	<0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005
West Wall	2/6/91	7.0	<0.1	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.7	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05
Pump Island #1	2/6/91	4.0	<5.0	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5
SB-1	6/5/91	6-6.5	<1.0	0.5	0.31	0.5	0.5	0.5	0.5	0.5	0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	13	43	0.5	0.5
SB-2	6/5/91	6.8-7.6	0.025	0.012	0.012	0.012	0.012	0.012	0.012	0.53	0.012	0.012	0.012	0.012	0.17	0.012	0.012	0.012	1.8	1.2	0.012	0.012
SB-3	6/5/91	5.0-5.5	<1.0	0.5	0.32	0.5	0.5	0.5	0.5	1.1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	9.2	23	0.5	0.5
SB-4	6/5/91	5.6-6.8	<0.2	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	0.1	0.1	0.1	0.1
SB-5	6/5/91	3.0-4.0	<5.0	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	7.1	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	48	170	<2.5	<2.5
SB-6	6/5/91	4.5-4.8	0.01	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005
SB-7	6/5/91	5.0-6.0	0.044	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	0.022	1.9	4.9	0.022	0.022
SB-8	6/5/91	8.0-10.0	<0.1	<0.005	0.01	0.005	<0.005	0.005	0.005	0.0036	0.005	0.0048	0.005	0.005	0.008	0.005	0.005	0.005	0.006	0.013	0.005	0.005
West Wall A (used oil)	12/10/03	7	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	0.034	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	0.033	<0.01	<0.01
Pump #1A	12/10/03	4	0.040	0.01	0.05	0.01	0.01	<0.01	<0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	6	0.982	0.01	0.01
MP-2/SB-SB	12/10/03	3-5	0.040	<0.01	0.050	<0.01	<0.01	<0.01	<0.01	0.150	<0.01	<0.01	<0.01	<0.01	0.017	<0.01	<0.01	<0.01	1.3	0.045	0.01	0.01

NOTES:  
 1) Analysis of volatile organic compounds (VOCs) were performed according to EPA Method 8260B  
 2) SCGIER - Soil Component of the Groundwater Injection Exposure Route.  
 3) -- = no reliable criteria available for the route of exposure  
 4) \* = indicates the acceptable Dose Limit is less than or equal to the specified remediation objective  
 5) Results displayed in mg/L = milligrams per liter; ppm = parts per million  
 6) <0.001 = detected less than laboratory reporting limits  
 7) Bold values indicate concentrations above Title 35 IAC Part 742 Tier 1 Soil Remediation Objectives for Class II Groundwater  
 8) Italicized values indicate that the sample location was resampled at a later date. The most recent sampling will be utilized for modeling purposes.

**Table 2**  
 Soil Analytical Summary - BTEX

Tier 1 Soil Remediation Objectives		Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)
Ingestion		12	16,000	7,800	160,000
Inhalation		0.80	650	400	320
SCGIER - Class I Groundwater		0.03	12	13	150
SCGIER - Class II Groundwater		0.17	29	19	150

Soil Sample Location	Date	Depth (ft)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)
<b>UNLEADED GASOLINE UST REMOVAL</b>						
North Wall	02/06/91	7.5	1.1	0.056	1.9	2.5
East Wall	02/06/91	7.0	<0.005	0.005	<0.005	<0.005
South Wall	02/06/91	7.5	<0.005	<0.005	<0.005	<0.005
West Wall	02/06/91	7.0	<0.7	<0.05	0.44	0.68
Pump Island #1	02/06/91	4.0	<2.5	<2.5	41	63
Pump Island #1 (resample)	03/31/00	3.0-5.0	<0.05	<0.05	1.8	2.1
Pump #1A	12/10/03	4	<0.01	<0.01	6	0.920
<b>SOIL BORING INVESTIGATION</b>						
SB-1	06/05/91	6-6.5	<0.5	<0.5	13	43
SB-1A (resample)	10/27/98	5.0-7.0	<0.01	0.33	0.12	0.54
SB-2	06/05/91	6.8-7.6	0.53	0.17	1.8	1.2
SB-2A (resample)	10/27/98	1.0-3.0	0.02	<0.01	0.044	0.037
SB-3	06/05/91	5.0-5.5	1.1	<0.5	9.2	23
SB-3A (resample)	10/27/98	3.0-6.0	0.14	0.03	0.77	1.1
SB-3 (resample)	03/31/00	4.0-6.0	<0.3	<0.3	20	130
SB-4	06/05/91	5.6-6.8	<0.1	<0.1	1.5	5.1
SB-4A (resample)	10/27/98	5.0-7.0	0.51	0.035	1.4	1.9
SB-4 (resample)	03/31/00	5.0-7.0	<0.05	2.0	12	14
SB-5	06/05/91	3.6-4.0	7.1	<2.5	48	170
SB-5A (resample)	10/27/98	3.0-5.0	<0.16	<0.16	0.16	<0.16
SB-6	06/05/91	4.5-5.8	0.005	<0.005	<0.005	100
SB-6A (resample)	10/27/98	4.0-6.0	0.087	<0.01	0.13	0.07
SB-6 (resample)	03/31/00	4.0-6.0	15	19	120	170
SB-6B	12/10/03	4-6	0.26	0.047	1.7	0.54
SB-7	06/05/91	5.9-5.0	<0.022	<0.022	1.9	4.5
SB-7A (resample)	10/27/98	5.0-7.0	0.075	0.94	1.2	1.7
SB-7 (resample)	03/31/00	4.0-5.0	<0.05	<0.05	<0.05	<0.15
SB-8	06/05/91	8.0-10.0	0.0036	0.008	0.006	0.013
SGS-5	01/22/92	5.0-6.0	<0.005	<0.005	0.003	<0.005
HA-7	04/28/92	4.5-5.0	<0.25	12	<0.25	59
HA-7A	12/10/03	4-5	0.022	<0.01	0.26	<0.36
HA-8	04/28/92	5.0-5.5	<0.002	<0.002	<0.002	<0.002
HA-10	04/28/92	5.0-5.5	<0.002	<0.002	<0.002	<0.002
HA-14	04/28/92	6.0-6.5	0.004	0.008	0.002	0.012
<b>HEATING OIL USED OIL UST REMOVAL</b>						
PP	11/23/93		0.011	0.084	0.059	0.84
North Wall	11/23/93		0.002	<0.002	0.035	0.036
East Wall	11/23/93		0.003	0.047	0.13	0.11
South Wall	11/23/93		0.002	0.03	0.17	0.16
West Wall	11/23/93		0.002	0.016	0.096	0.071
West Wall A (used oil)	12/10/03	7	0.034	<0.01	<0.01	0.023
<b>SOIL BORING INVESTIGATION</b>						
MP-1	07/05/94	1.0-3.0	6.92	0.74	7.4	20
MP-1A (resample)	03/31/00	3.0-5.0	<0.05	<0.05	0.12	<0.15
MP-2	07/05/94	1.0-3.0	0.6	0.72	3.5	7.2
SB-5/MP-2 resample	03/31/00	3.0-5.0	0.73	0.67	3.9	1.1
SB-5B/MP-2B	12/10/03	3-5	0.150	0.017	1.3	0.045
MP-3	07/05/94	1.0-3.0	1.9	0.92	5	11.2
XP-1	07/05/94	1.0-3.0	1.8	0.70	9.2	5.06
MW-D	10/27/98	2.0-6.0	<0.01	<0.01	<0.01	<0.03
MW-D	10/27/98	6.0-10.0	<0.01	<0.01	<0.01	<0.03
MW-D	10/27/98	10.0-14.0	<0.01	<0.01	<0.01	<0.03
SB-9	03/31/00	4.0-5.0	<0.05	<0.05	0.05	<0.15
SB-9A (resample)	12/28/00	2.0-4.0	<0.01	<0.01	<0.01	0.03
SB-10	12/28/00	4.0-5.0	<0.01	<0.01	<0.01	<0.03
MW-E	12/28/00	4.0-6.0	<0.01	<0.01	<0.01	0.03
MW-E	12/28/00	8.0-10.0	<0.01	<0.01	<0.01	<0.03
MW-F	12/10/03	8-10	<0.01	<0.01	<0.01	<0.03
MW-G	12/10/03	4-6	<0.01	<0.01	<0.01	<0.03

NOTES:

- 1) SCGIER = Soil Component of the Ground-water Ingestion Exposure Route.
- 2) --- = no toxicity criteria available for the route of exposure
- 3) \* = indicates the Acceptable Detection Limit is less than or equal to the specified remediation objective
- 4) Results displayed in mg/kg = milligrams per kilograms = ppm = parts per million
- 5) <0.056 = detected less than laboratory reporting limits
- 6) Bold values indicate concentrations above Title 35 IAC Part 742 Tier 1 Soil Remediation Objectives for Class II groundwater.
- 7) Shaded samples indicate that the sample location was resampled at a later date. The most recent sampling will be utilized for modeling purposes.

Table 3  
Soil Analytical Summary - PNA's

Tier 1 - PNA Soil Remediation Objectives																
	Naphthalene (mg/kg)	Acenaphthylene (mg/kg)	Acenaphthene (mg/kg)	Fluorene (mg/kg)	Phenanthrene (mg/kg)	Anthracene (mg/kg)	Fluoranthene (mg/kg)	Pyrene (mg/kg)	Benzo (a) anthracene (mg/kg)	Chrysene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Benzo (a) pyrene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)
Ingestion	1,600	2,300	4,700	3,100	2,300	23,000	3,100	2,300	0.9	83	0.9	9	0.09	0.09	2,300	0.9
Inhalation	170	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SCGIER - Class I Groundwater	12	15	570	560	140	12,000	4,300	4,200	2	160	5	49	8	2	1.3	14
SCGIER - Class II Groundwater	18	75	2,900	2,800	700	59,000	21,000	21,000	8	800	25	250	82	7.6	1.3	69
Background within MSA									2.7	1.8	2.0	1.7	2.1	0.42		1.6

Soil Sample Location	Date	Depth (ft)	Naphthalene (mg/kg)	Acenaphthylene (mg/kg)	Acenaphthene (mg/kg)	Fluorene (mg/kg)	Phenanthrene (mg/kg)	Anthracene (mg/kg)	Fluoranthene (mg/kg)	Pyrene (mg/kg)	Benzo (a) anthracene (mg/kg)	Chrysene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Benzo (a) pyrene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)
PP (Heating/Waste UST)	11/23/93		0.43	-0.33	-0.33	-0.33	0.18	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
Heating/Waste UST - Floor	11/23/93		0.45	-0.003	-0.004	0.1	0.24	0.024	0.051	0.13	-0.004	-0.005	0.023	0.0064	0.022	0.0039	0.055	0.0092
North Wall	11/23/93		0.36	-0.003	0.24	0.51	1.4	0.16	0.09	0.26	0.0053	-0.005	0.036	0.011	0.031	0.0039	0.075	0.019
East Wall	11/23/93		0.38	-0.003	-0.004	0.053	0.23	0.024	0.063	0.16	0.004	-0.005	0.022	0.0057	0.022	-0.003	0.045	0.0085
South Wall	11/23/93		0.095	-0.003	-0.004	0.052	0.21	0.029	0.068	0.17	0.0062	-0.005	0.007	0.0073	0.029	0.0049	0.057	0.012
West Wall	11/23/93		-0.002	-0.003	-0.004	0.014	0.046	0.0072	0.015	0.036	-0.004	-0.005	0.007	-0.003	0.011	-0.003	0.02	0.0041
MW-D	10/27/98	2-6	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
SB-1A	10/27/98	5-7	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
SB-2A	10/27/98	1-3	0.46	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
SB-3A	10/27/98	4-6	1.5	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
SB-4A	10/27/98	5-7	1.3	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
SB-5A	10/27/98	3-5	33	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65	-1.65
SB-6A	10/27/98	4-6	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
SB-7A	10/27/98	5-6	0.8	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33	-0.33
GES SOIL BORING INVESTIGATION																		
HA-7A	12/10/03	4-5	0.47	-0.020	0.16	-0.020	0.12	0.029	0.14	-0.025	0.029	-0.020	0.026	-0.011	0.028	-0.020	0.047	-0.020
MW-F	12/10/03	8-10	-0.025	-0.020	-0.020	-0.020	-0.020	-0.020	-0.020	-0.025	-0.0087	-0.020	-0.011	-0.011	-0.015	-0.020	-0.020	-0.020
MW-G	12/10/03	4-6	-0.025	-0.020	-0.020	-0.020	-0.020	-0.020	-0.020	-0.025	-0.0087	-0.020	-0.011	-0.011	-0.015	-0.020	-0.020	-0.020
MP-2/SB-5B	12/10/03	3-5	0.4	-0.020	-0.020	-0.020	-0.020	-0.020	-0.020	-0.025	-0.0087	-0.020	-0.011	-0.011	-0.015	-0.020	-0.020	-0.020

NOTES:

- 1) SCGIER - Soil Component of the Groundwater Investigation Exposure Route.
- 2) --- = no toxicity criteria available for the route of exposure.
- 3) \* = indicates the Acceptable Detection Limit is less than or equal to the specified remediation objective.
- 4) Results displayed in mg/kg = milligrams per kilograms = ppm = parts per million.
- 5) 0.33 = detected less than laboratory reporting limits.
- 6) italicized text indicates that the sample location was re-sampled at a later date. The most recent sampling will be utilized for modeling purposes.



Table 4  
Soil Analytical Summary - SVOCs

Tier 1 - Semi-Volatiles Soil Remediation Objectives												
	Phenol (ppm)	2,4,6-Trichlorophenol (ppm)	Pentachlorophenol (ppm)	Bis(2-chloroethyl)ether (ppm)	1,4-Dichlorobenzene (ppm)	1,3-Dichlorobenzene (ppm)	N-Nitroso-di-n-propylamine (ppm)	1,2,4-Trichlorobenzene (ppm)	Hexachlorocyclopentadiene (ppm)	Hexachlorobenzene (ppm)	Bis(2-ethylhexyl)phthalate (ppm)	N-Nitrosodiphenylamine (ppm)
Ingestion	47000	58	3	0.6	---	7,000	0.09	780	550	0.4	46	130
Inhalation	---	200	---	0.2	11,000	560	---	3,200	10	1	31,000	---
SCGIER - Class I Groundwater	100	0.2	0.03	0.0004	2	17	0.00005	5	400	2	3,600	1
SCGIER - Class II Groundwater	100	0.77	0.14	0.0004	11	43	0.00005	53	2,200	11	31,000	5.6
Acceptable Detection Limit (ADL)	*	0.66	*	0.66	*	*	0.0018	*	*	*	*	*

Soil Sample Location	Date	Depth (ft)	Phenol (ppm)	2,4,6-Trichlorophenol (ppm)	Pentachlorophenol (ppm)	Bis(2-chloroethyl)ether (ppm)	1,4-Dichlorobenzene (ppm)	1,3-Dichlorobenzene (ppm)	N-Nitroso-di-n-propylamine (ppm)	1,2,4-Trichlorobenzene (ppm)	Hexachlorocyclopentadiene (ppm)	Hexachlorobenzene (ppm)	Bis(2-ethylhexyl)phthalate (ppm)	N-Nitrosodiphenylamine (ppm)
PP (Heating/Waste UST)	11/23/93		<0.33	<0.33	<1.7	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	0.19	<0.33
West Wall A (used oil)	12/10/03	7	<0.33	<0.33	<0.8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33

NOTES:  
 1) SCGIER - Soil Component of the Groundwater Ingestion Exposure Route.  
 2) --- = no toxicity criteria available for the route of exposure  
 3) \* = indicates the Acceptable Detection Limit is less than or equal to the specified remediation objective  
 4) Results displayed in mg/kg = milligrams per kilograms = ppm = parts per million  
 5) <0.33 = detected less than laboratory reporting limits

**Table 5**  
 Soil Analytical Summary - PCBs, Pesticide:

Tier 1 - Pesticides/PCBs Soil Remediation Objectives																		
	Alpha BHC (ppm)	Gamma BHC-Lindane (ppm)	Heptachlor (ppm)	Aldrin (ppm)	Heptachlor Epoxide (ppm)	DDE (ppm)	DDD (ppm)	DDT (ppm)	Dieldrin (ppm)	Endrin (ppm)	Toxaphene (ppm)	PCB 1016 (ppm)	PCB 1221 (ppm)	PCB 1232 (ppm)	PCB 1242 (ppm)	PCB 1248 (ppm)	PCB 1254 (ppm)	PCB 1260 (ppm)
Ingestion	0.1	0.5	0.1	0.04	0.07	2	3	2	0.04	23	0.6	1	1	1	1	1	1	1
Inhalation	0.8	---	0.1	3	5	---	---	---	---	---	89	---	---	---	---	---	---	---
SCGHER - Class I Groundwater	0.0005	0.009	23	0.5	0.7	54	16	32	0.004	1	31	---	---	---	---	---	---	---
SCGHER - Class II Groundwater	0.003	0.047	110	2.5	3.3	270	80	160	0.02	5	150	---	---	---	---	---	---	---
Acceptable Detection Limit (ADL)	0.0074	*	*	0.94	1.005	*	*	*	*	*	*	*	*	*	*	*	*	*

Soil Sample Location	Date	Depth (ft)	Alpha BHC (ppm)	Gamma BHC-Lindane (ppm)	Heptachlor (ppm)	Aldrin (ppm)	Heptachlor Epoxide (ppm)	DDE (ppm)	DDD (ppm)	DDT (ppm)	Dieldrin (ppm)	Endrin (ppm)	Toxaphene (ppm)	PCB 1016 (ppm)	PCB 1221 (ppm)	PCB 1232 (ppm)	PCB 1242 (ppm)	PCB 1248 (ppm)	PCB 1254 (ppm)	PCB 1260 (ppm)
PP (Heating/Waste LUST)	11/23/93		0.008	0.008	0.008	0.008	0.008	0.016	0.016	0.016	0.016	0.016	0.16	0.08	0.08	0.08	0.08	0.08	0.016	0.016
Stockpile (removed)	11/23/93		NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05

NOTES:  
 1) Analyses of pesticides and polychlorinated biphenyls (PCBs) were performed according to EPA Method 3590 (081 & 3580)0022  
 2) SCGHER - Soil Component of the Groundwater Investigation License Route.  
 3) --- = no facility criteria available for the route of exposure  
 4) \* = indicate the Acceptable Detection Limit is less than or equal to the specific remediation objective  
 5) Results displayed in mg/kg = milligrams per kilograms = ppm = parts per million  
 6) 0.001 = detected less than laboratory reporting limits  
 7) Shaded cells indicate that the sample location was re-sampled at a later date.

Table 6  
 Soil Analytical Summary - Metals

Tier 1 - Metals Soil Remediation Objectives														
Ingestion	TCLP Arsenic (Method SW-846/7060) (mg/L)	Total Arsenic (Method SW-846/6020) (mg/kg)	TCLP Barium (Method SW-846/7080) (mg/L)	Total Barium (Method SW-846/6020) (mg/kg)	TCLP Cadmium (Method SW-846/7131) (mg/L)	Total Cadmium (Method SW-846/6020) (mg/kg)	TCLP Chromium (Method SW-846/7190) (mg/L)	Total Chromium (Method SW-846/6020) (mg/kg)	TCLP Lead (Method SW-846/7421) (mg/L)	Total Lead (Method SW-846/6020) (mg/kg)	TCLP Mercury (Method SW-846/7470) (mg/L)	Total Selenium (Method SW-846/6020) (mg/kg)	TCLP Silver (Method SW-846/760A) (mg/L)	Total Silver (Method SW-846/6020) (mg/kg)
---	0.2	13	---	5500	---	78	---	230	---	400	---	---	---	390
SCGIER - Class II (pH = 8.7)	---	750	---	690000	---	1800	---	270	---	---	---	---	---	---
Metropolitan Background Concentration	---	130	2.0	---	0.05	---	1.0	24	0.1	---	0.01	1.8	0.05	---
---	---	13	---	110	---	0.6	---	16.2	---	36	---	0.48	---	0.55
Soil Sample Location	Date	Depth (ft)	GPS Subsurface Investigation											
PP (Heating/Waste Oil) Stock Pile (removed)	11/23/93													
MW-D	11/23/93	2-6	-0.01	NS	2.8	NS	0.0028	NS	-0.05	NS	-0.002	NS	-0.01	NS
SB-1A	10/27/98	5-7	-0.005	NS	-1.0	NS	0.008	NS	0.009	NS	-0.0002	NS	-0.005	NS
SB-2A	10/27/98	1-3	NS	3.2	NS	0.15	NS	15	NS	10	NS	NS	NS	NS
SB-3A	10/27/98	4-6	NS	4.2	NS	0.21	NS	19	NS	13	NS	NS	NS	NS
SB-4A	10/27/98	5-7	NS	3.3	NS	0.27	NS	13	NS	42	NS	NS	NS	NS
SB-5A	10/27/98	3-5	NS	9.3	NS	0.19	NS	13	NS	13	NS	NS	NS	NS
SB-6A	10/27/98	4-6	NS	4.4	NS	0.33	NS	15	NS	17	NS	NS	NS	NS
SB-7A	10/27/98	5-7	NS	1.7	NS	0.47	NS	20	NS	53	NS	NS	NS	NS
HA-7A	12/10/03	4-5	NS	4.6	NS	0.12	NS	19	NS	14	NS	NS	NS	NS
MW-F	12/10/03	8-10	NS	NS	0.68	NS	NS	NS	NS	10	NS	NS	NS	NS
MW-G	12/10/03	4-6	NS	NS	0.82	NS	NS	NS	-0.25	13	NS	NS	NS	NS
West Wall A (used oil)	12/10/03	7	NS	NS	0.76	NS	NS	NS	-0.25	21	NS	NS	NS	NS
MP-2/SB-5B	12/10/03	3-5	NS	NS	0.31	NS	NS	NS	-0.25	NS	NS	NS	NS	NS

NOTES:  
 1) SCGIER - Soil Component of the Groundwater Ingestion Exposure Route.  
 2) --- = no toxicity criteria available for the route of exposure  
 3) \* = indicates the Acceptable Detection; per kilogram = ppb = parts per billion  
 4) Results displayed in mg/kg = milligrams per kilogram = ppm = parts per million  
 5) -0.001 = detected less than laboratory reporting limits  
 6) Bold values indicate concentrations above Title 35 IAC Part 742 Tier 1 Soil Remediation Objectives for Class I groundwater.  
 7) Italicized text indicates that the sample location was resampled at a later date. The most recent sampling will be utilized for modeling purposes.  
 8) NS indicates that the constituent was not analyzed for.  
 9) pH was sampled on 11/23/93

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**Table 7**  
 Geochemical Analytical Summary

<b>SOIL CHARACTERIZATION ANALYSIS</b>						
Soil sample Location	Date	Depth (ft)	Total Organic Carbon mg/kg	PH mg/kg	Reactivity Sulfide mg/kg	Reactivity Cyanide mg/kg
Waste Oil/Heating Oil	11/23/93		NS	8.7	<4.0	<0.5
SB-2A	10/27/98	1-3	25000	NS	NS	NS
SB-4A	10/27/98	5-7	11000	NS	NS	NS

Notes:  
 NS = not sampled for specific analysis  
 mg/Kg = milligrams per kilogram  
 ft = feet

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**Table 8**  
Groundwater Analytical Summary - BTEX

Tier 1 Groundwater Remediation Objectives					Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylene(s) (mg/L)
Class I Groundwater					0.005	1.0	0.7	10
Class II Groundwater					0.025	2.5	1.0	10

Well ID	Date	Casing Elevation	Depth to Water	Water Elevation (ft)	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)
MW-A	6/6/91	99.70	2.02	97.68	4.3	0.61	0.091	1.3
	3/2/92	99.70	1.85	97.85	2.6	0.35	0.067	0.86
	6/7/10/94	100.57	1.50	99.07	1.7	0.15	0.079	0.448
	3/28/95	100.57	0.73	99.84	1.5	0.057	0.3	0.604
	5/11/98	98.06	4.25	93.81	0.62	0.039	0.13	0.19
	12/15/98	98.06	4.44	93.62	0.32	<0.001	<0.001	<0.003
	3/23/99	98.06	3.95	94.11	0.72	0.015	0.015	0.041
	6/25/99	98.06	4.31	93.75	1.2	0.041	0.085	0.15
	9/8/99	98.06	4.75	93.31	1.3	0.035	0.032	0.12
	3/31/00	100.00	4.35	95.65	0.66	0.016	0.026	0.034
	9/8/03	100.00	2.98	97.02	0.596	0.0151	0.0071	0.0399
MW-B	6/6/91	100.60	7.05	93.55	0.2	0.065	<0.001	0.17
	3/2/92	100.60	6.80	93.80	0.21	0.089	0.005	0.073
	6/7/10/94	100.82	2.90	97.92	0.27	0.11	0.0098	0.0883
	3/28/95	100.82	0.93	99.89	0.13	0.11	0.006	0.062
	5/11/98	100.82	1.45	99.37	0.127	0.0055	0.0693	0.062
	12/15/98	98.25	1.15	97.10	0.013	0.003	<0.001	0.004
	3/23/99	98.25	1.10	97.15	0.086	0.003	0.008	0.017
	6/25/99	98.25	1.81	96.44	<0.001	<0.001	<0.001	<0.003
	9/8/99	98.25	4.10	94.15	0.24	0.008	0.018	0.036
	3/31/00	100.20	2.46	97.74	0.049	0.002	0.003	0.004
	9/8/03	100.20	3.84	96.36	0.106	0.0043	0.0126	0.0196
MW-C	6/6/91	102.21	3.63	98.58	<0.001	<0.001	<0.001	<0.003
	3/2/92	102.21	3.10	99.11	<0.001	<0.001	<0.001	<0.003
	7/10/94	103.04	2.95	100.09	<0.001	<0.001	<0.001	<0.003
	3/28/95	103.04	0.75	102.29	<0.001	<0.001	<0.001	<0.003
	4/10/97	103.04	3.30	99.74	<0.005	<0.005	<0.005	<0.005
MW-C <sup>1</sup>	10/1/97							
MW-D <sup>2</sup>	12/22/98				<0.001	<0.001	<0.001	<0.003
	3/23/99		2.45		<0.001	<0.001	<0.001	<0.003
	6/25/99		3.57		0.14	0.005	0.038	0.034
	9/8/99		5.00		<0.001	<0.001	<0.001	<0.003
	3/31/00	102.65	4.85	97.80	<0.001	<0.001	<0.001	<0.003
9/8/03	102.65	5.41	97.24	<0.001	<0.001	<0.001	<0.001	
MW-E	1/12/01	100.05	5.06	94.99	<0.001	<0.001	<0.001	<0.003
XP-1	7/10/94	100.00	1.70	98.30	0.16	0.18	0.015	0.2297
XP-1 <sup>3</sup>	3/28/95	100.00	0.65	99.35	0.032	0.044	1.5	1.527
	4/10/97	100.00	2.95	97.05	0.172	0.0276	2	3.71
XP-1 (DPE-3)	3/31/00	99.92	3.75	96.17	<0.001	<0.001	<0.001	<0.003
	9/8/03	99.92	3.00	96.92	<0.001	<0.001	<0.001	<0.001
MP-1	7/10/94	101.12	1.50	99.62	0.044	0.75	0.021	1.58
	3/28/95	101.12	0.20	100.92	0.15	0.046	1.5	5.94
	4/10/97	101.12	2.62	98.50	0.0239	0.0343	2.18	14.4
	5/11/98	98.65	5.10	93.55	0.007	0.002	0.023	0.024
	12/15/98	98.65	5.16	93.49	<0.001	<0.001	0.002	<0.003
	3/23/99	98.65	3.84	94.81	0.004	<0.001	0.058	0.19
	5/25/99	98.65	4.97	93.68	0.008	0.001	0.018	0.007
	9/8/99	98.65	5.00	93.65	<0.001	0.001	0.006	0.008
	3/31/00	100.60	4.40	96.20	<0.001	<0.001	0.005	<0.003
	9/8/03	100.60	3.80	96.80	0.0023	<0.001	0.0707	0.0296
MP-2	7/10/94	100.89	2.13	98.76	1.7	0.38	0.067	0.713
MP-2 <sup>4</sup>	3/28/95	100.89	1.60	99.29	1.7	0.057	0.7	0.684
	9/8/03	100.89	3.79	97.10	0.131	0.0034	0.158	<0.001
MP-3	7/10/94	100.85	1.50	99.35	0.4	1.8	0.34	2.3
	3/28/95	100.85	0.55	100.30	0.79	0.037	0.66	0.43
	4/10/97	100.85	2.55	98.30	0.627	0.0274	0.215	0.388
MP-3 (DPE-4)	3/31/00	99.21	3.05	96.16	0.006	<0.001	0.002	<0.003
	9/8/03	99.21	2.15	97.06	0.0029	<0.001	<0.001	<0.001

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**Table 8**  
 Groundwater Analytical Summary - BTEX

Tier 1 Groundwater Remediation Objectives					Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylene(s) (mg/L)
Class I Groundwater					0.005	1.0	0.7	10
Class II Groundwater					0.025	2.5	1.0	10

Well ID	Date	Casing Elevation	Depth to Water	Water Elevation (ft)	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)
PZ-A	3/28/95	100.72	0.85	99.87	<b>2.3</b>	0.094	0.009	2.248
	3/37/00	100.16	4.10	96.06	<0.001	<0.001	<0.001	<0.003
	9/8/03	100.16	0.47	99.69	<0.001	<0.001	<0.001	<0.001
PZ-B	3/28/95	100.81	1.08	99.73	0.0068	<0.001	0.018	0.006
	4/10/97	100.81	1.90	98.91	<0.005	<0.005	<0.005	<0.005
	3/31/00	100.24	2.40	97.84	<0.001	<0.001	<0.001	<0.003
	9/8/03	100.24	3.74	96.50	0.0017	<0.001	<0.001	<0.001
PZ-C	7/10/94	102.55	2.40	100.15	<0.001	<0.001	<0.001	<0.003
PZ-C <sup>1</sup>	3/28/95	102.55	0.10	102.45	<0.001	<0.001	<0.001	<0.003
	10/1/97							
DPE-1	5/11/98	98.36	11.98	86.38	<0.005	<0.001	<0.001	<0.003
	12/15/98	98.36	8.19	90.17	<0.001	<0.001	<0.001	<0.003
	3/23/99	98.36	3.49	94.87	0.003	0.001	0.007	0.006
	3/31/00	100.30	4.04	96.26	<0.001	<0.001	0.005	<0.003
	9/8/03	100.30	3.32	96.98	<0.001	<0.001	<0.001	<0.001
DPE-2	3/31/00	100.39	4.07	96.32	<0.001	<0.001	<0.001	<0.003
	9/8/03	100.39	4.39	96.00	<0.001	<0.001	<0.001	<0.001
DPE-3	12/15/98	97.70	8.97	88.73	0.002	<0.002	0.002	<0.003
	3/23/99	97.70	3.04	94.66	0.11	0.009	0.13	0.035
	3/31/00	99.64	3.80	95.84	<0.001	<0.001	<0.001	<0.003
DPE-5	9/8/03	99.64	2.65	96.99	<b>0.0452</b>	0.0027	0.0234	0.0091
HA-7A	12/10/03	NM	NM	NM	<b>0.043</b>	0.0027	0.078	0.015
MW-F	2/11/04	NM	NM	NM	<0.001	<0.001	<0.001	<0.003
MW-G	2/11/04	NM	NM	NM	<0.001	<0.001	<0.001	<0.003

NOTES:

- 1) ppm = parts per million
- 2) <0.001 = Not detected above the method detection limit (MDL) indicated.
- 3) Bold values indicate concentrations above Title 35 IAC Part 742 Tier 1 Groundwater Cleanup Objectives for Class II groundwater on-site and Class I off-site.
- 4) NM indicates not measured.
- 5) Italicized text indicates that the well was reinstalled at a later date and the same identification was utilized.

**Table 2**  
 Groundwater Analytical Summary - PNAs

Tier 1 - PNAs Groundwater Remediation Objectives		Naphthalene (mg/L)	Acenaphthylene (mg/L)	Acenaphthene (mg/L)	Fluorene (mg/L)	Phenanthrene (mg/L)	Anthracene (mg/L)	Fluoranthene (mg/L)	Pyrene (mg/L)	Benzo (a) anthracene (mg/L)	Chrysene (mg/L)	Benzo (b) fluoranthene (mg/L)	Benzo (k) fluoranthene (mg/L)	Benzo (a) pyrene (mg/L)	Dibenz (a,h) anthracene (mg/L)	Benzo (g, h, i) perylene (mg/L)	Indeno (1,2,3-c,d) pyrene (mg/L)
Class I Groundwater		0.025	---	0.42	0.28	---	2.1	0.28	0.21	0.00013	0.0015	0.00018	0.00017	0.0002	0.0003	---	0.00043
Class II Groundwater		0.039	---	2.1	1.4	---	10.5	1.4	1.05	0.00065	0.0075	0.0009	0.00085	0.002	0.0015	---	0.00215

Monitoring Well Location	Date	Naphthalene (mg/L)	Acenaphthylene (mg/L)	Acenaphthene (mg/L)	Fluorene (mg/L)	Phenanthrene (mg/L)	Anthracene (mg/L)	Fluoranthene (mg/L)	Pyrene (mg/L)	Benzo (a) anthracene (mg/L)	Chrysene (mg/L)	Benzo (b) fluoranthene (mg/L)	Benzo (k) fluoranthene (mg/L)	Benzo (a) pyrene (mg/L)	Dibenz (a,h) anthracene (mg/L)	Benzo (g, h, i) perylene (mg/L)	Indeno (1,2,3-c,d) pyrene (mg/L)
MW-A	9/8/03	<0.0001	0.001	<0.0001	<0.0005	<0.0005	<0.0005	<0.0002	<0.0002	<0.0001	0.00027	0.0004	<0.0014	0.00061	<0.0002	<0.0002	<0.0002
MW-B	9/8/03	0.00578	0.001	<0.001	0.005	<0.0005	<0.0005	0.00034	<0.0002	<0.0001	0.0001	<0.0001	<0.0014	<0.0001	<0.0002	<0.0002	<0.0002
MW-D <sup>2</sup>	9/8/03	0.001	0.001	0.001	0.0005	0.0005	0.0005	0.00023	0.0002	<0.0001	<0.0001	<0.0001	<0.0014	<0.0001	<0.0002	<0.0002	<0.0002
XP-1 (DPE-3)	9/8/03	0.001	0.001	0.001	0.0005	0.0005	0.0005	0.00023	0.0002	<0.0001	<0.0001	0.00021	<0.0014	<0.0001	<0.0002	<0.0002	<0.0002
MP-1	9/8/03	0.0364	0.001	0.001	0.0005	0.00179	<0.0005	0.00191	0.00109	<0.0001	0.00033	0.00031	<0.0014	0.00017	<0.0002	<0.0002	<0.0002
MP-2 <sup>4</sup>	9/8/03	<0.0001	0.001	0.001	0.0005	<0.0005	<0.0005	<0.0002	<0.0002	<0.0001	<0.0001	<0.0001	<0.0014	<0.0001	<0.0002	<0.0002	<0.0002
MP-3 (DPE-4)	9/8/03	0.00137	0.001	0.001	<0.0005	<0.0005	0.00238	0.00167	0.00167	0.00039	0.0008	0.00161	0.00067	0.00109	0.00054	0.00097	0.00116
PZ-A	9/8/03	0.0301	0.001	0.001	<0.0005	0.03	<0.0005	0.0774	0.0701	0.0075	0.0332	0.0366	0.0164	0.025	0.0076	0.0257	0.0261
PZ-B	9/8/03	0.09667	0.00667	0.00667	0.00333	0.00333	0.00333	0.00133	0.01333	0.00067	<0.00067	<0.00067	<0.00093	<0.00067	<0.00133	<0.00133	<0.00133
DPE-1	9/8/03	0.00187	0.001	0.001	0.0005	0.0005	0.0005	0.00232	0.00167	0.00034	0.0012	0.00219	0.00086	0.00144	0.00091	0.00179	0.00229
DPE-2	9/8/03	0.00118	0.001	0.001	0.0005	0.00064	0.0005	0.00379	0.00268	0.00072	0.00181	0.00312	0.00138	0.0021	0.00146	0.0028	0.00342
DPE-3	9/8/03	0.0001	0.001	0.001	0.0005	0.00255	<0.0005	0.00827	0.00898	0.00172	0.00361	0.00469	0.00222	0.00343	0.00166	0.00348	0.00247
DPE-5	9/8/03	<0.001	0.001	0.001	0.0005	0.00255	<0.0005	0.00827	0.00898	0.00172	0.00361	0.00469	0.00222	0.00343	0.00166	0.00348	0.00247
HA-7A	12/10/03	<0.001	0.001	0.001	0.0005	0.00255	<0.0005	0.00827	0.00898	0.00172	0.00361	0.00469	0.00222	0.00343	0.00166	0.00348	0.00247
MWF	2/11/04	<0.001	0.001	0.001	0.0005	0.00255	<0.0005	0.00827	0.00898	0.00172	0.00361	0.00469	0.00222	0.00343	0.00166	0.00348	0.00247
MWG	2/11/04	<0.001	0.001	0.001	0.0005	0.00255	<0.0005	0.00827	0.00898	0.00172	0.00361	0.00469	0.00222	0.00343	0.00166	0.00348	0.00247

NOTES:  
 1) mg/L = milligrams per liter = ppm = parts per million.  
 2) --- = no toxicity criteria available for the route of exposure  
 3) 0.0001 = detected less than laboratory reporting limits  
 4) Bold indicates concentrations above the Tier 1 GROs for Class II groundwater.

**Table 10**  
 Groundwater Analytical Summary - Metals

Tier 1 - Metals Groundwater Remediation Objectives	Total Arsenic (Method SW-846/6020) (ug/L)	Total Barium (Method SW-846/6020) (ug/L)	Total Cadmium (Method SW-846/6020) (ug/L)	Total Chromium (Method SW-846/6020) (ug/L)	Total Lead (Method SW-846/6020) (ug/L)	Total Mercury (Method SW-846/6020) (ug/L)	Total Selenium (Method SW-846/6020) (ug/L)	Total Silver (Method SW-846/6020) (ug/L)
Class I Groundwater	50	200	5	10	7.5	2.0	50	--
Class II Groundwater	200	200	50	1,000	1,000	10	50	550

Monitoring Well Location	Date								
MW-A	9/8/03	37	<b>211</b>	3.5	7.0	15.0	<0.20	<10.0	<5.0
MW-B	9/8/03	20	156	1.90	<5.0	<5.0	<0.20	<10.0	<5.0
MW-D'	9/8/03	62	<b>523</b>	10.0	167	123	0.36	<10.0	<5.0
	2/11/04	<100	<b>300</b>	<100	110	<100	0.28	<25	<100
XP-1 (DPE-3)	9/8/03	<10.0	58	<1.0	<5.0	84	<0.20	<10.0	<5.0
	2/11/04	<20	53	<0.5	5	32	0.29	<5.0	<0.5
MP-1	9/8/03	38	<b>220</b>	5.10	53	123	<0.20	<10.0	<5.0
	2/11/04	<20	98	<0.5	6.7	11	<0.20	<5.0	<5.0
MP-2'	9/8/03	22	120	<1.0	6	11	<0.20	<10.0	<5.0
MP-3 (DPE-4)	9/8/03	<10.0	78	<1.0	<5.0	112	<0.20	<10.0	<5.0
	2/11/04	<20	110	<0.5	<5	160	0.26	<5.0	<0.5
PZ-A	9/8/03	<10.0	54	<1.0	<5.0	<5.0	<0.20	<10.0	<5.0
PZ-B	9/8/03	22	<b>497</b>	11.5	43	87	<0.2	<10.0	<5.0
	2/11/04	<20	<b>250</b>	<20	<20	<20	<0.20	<25	<20
DPE-1	9/8/03	<10.0	71	<1.0	16	353	<0.20	<10.0	<5.0
	2/11/04	<100	160	<100	<100	460	<0.20	<25.0	<100
DPE-2	9/8/03	<10.0	68	<1.0	25	412	<0.20	<10.0	<5.0
	2/11/04	<20	49	<0.50	15	160	<0.20	<5.0	<0.50
DPE-3	9/8/03	7	130	<1.0	<5.0	172	<0.20	<10.0	<5.0
DPE-5	9/8/03	17	130	<1.0	<5.0	172	<0.2	<10.0	<5.0
HA-7A	12/10/03	NS	10	NS	NS	3.2	NS	NS	NS
MWF	2/11/04	<20	<b>1,200</b>	<20	<20	<20	<0.20	45	<100
MWG	2/11/04	48	<b>2,200</b>	<20	<20	<20	<0.20	<25	<20

NOTES:

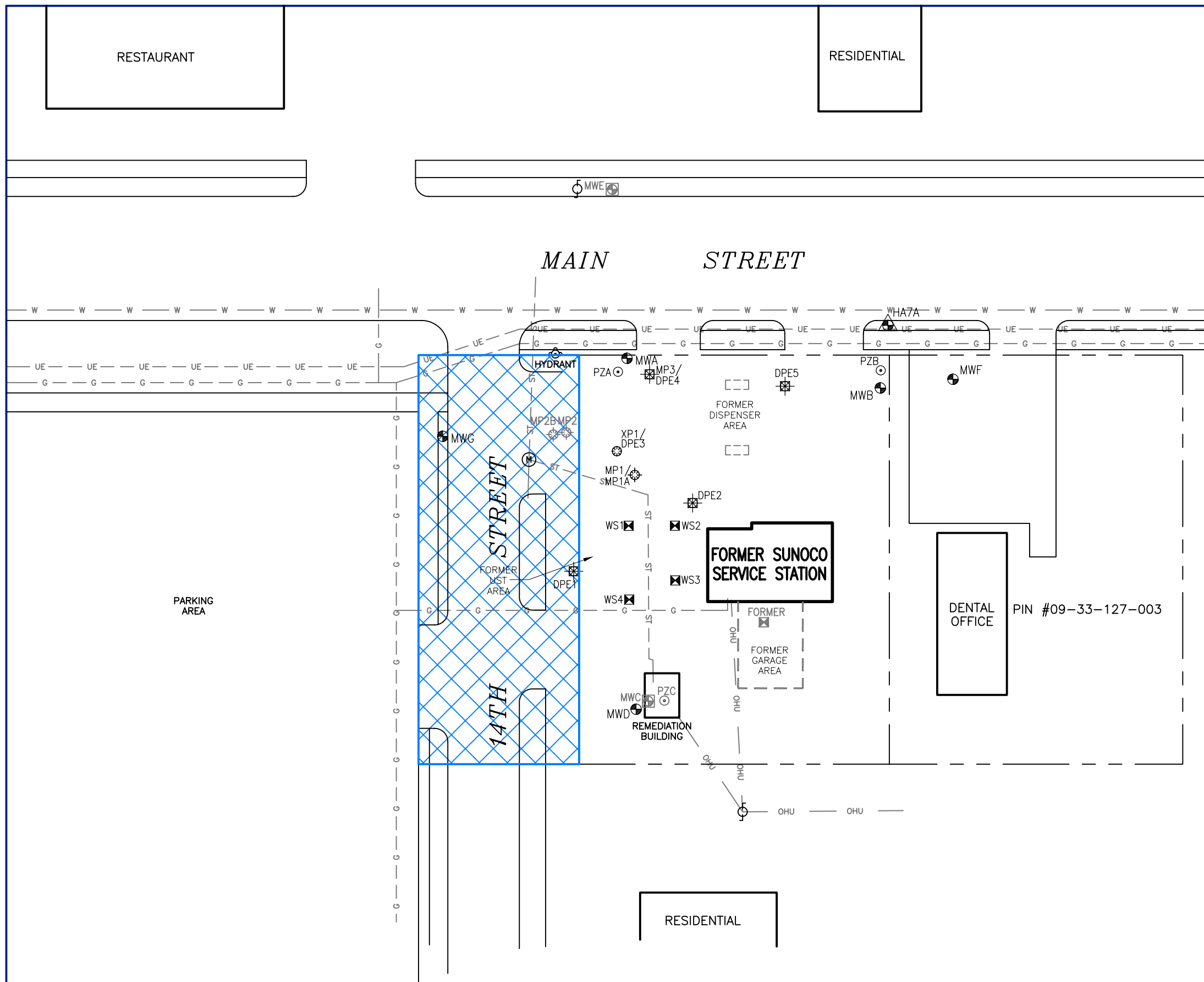
- 1) mg/L = milligrams per Liter = ppm = parts per million.
- 2) -- = no toxicity criteria available for the route of exposure
- 3) <0.0001 = detected less than laboratory reporting limits
- 4) **Bold** indicates concentrations above the Tier 1 GROs for Class II groundwater.



**EXHIBIT C**

**LEGEND**

- FORMER FUEL OIL TANK
- FORMER WASTE OIL TANK
- UTILITY MANHOLE
- UTILITY POLE
- MONITORING WELL
- DESTROYED MONITORING WELL
- DUAL PHASE EXTRACTION WELL
- SOIL VAPOR EXTRACTION WELL
- SOIL VAPOR MONITORING POINT
- FORMER SOIL VAPOR MONITORING POINT
- PIEZOMETER
- FORMER PIEZOMETER
- OBSERVATION/SUMP WELL
- FORMER OBSERVATION/SUMP WELL
- TEMPORARY WELL
- UNDERGROUND STORM SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- OVERHEAD UTILITIES
- AREA SUBJECT TO CITY OF ST. CHARLES HIGHWAY AUTHORITY AGREEMENT



DRAFTED BY: T.M. (N.J.)	<b>PROPOSED HIGHWAY AUTHORITY AGREEMENT CITY OF ST. CHARLES</b>		
CHECKED BY:	<b>FORMER SUNOCO SERVICE STATION DUNS #0000-0022 1315 WEST MAIN STREET ST. CHARLES, ILLINOIS</b>		
REVIEWED BY:	Groundwater & Environmental Services, Inc. 1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60504		
NORTH 	SCALE IN FEET 	DATE 11-3-04	FIGURE 5

SOURCE: SITE MAP, HANDEX OF ILLINOIS, 11-6-01.

M:\Graphics\1400-Chicago\Sunoco\0000-0022 St Charles\0000-0022 st charles SM.dwg, 11/3/2004 12:37:51 PM, TMichaelidis



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Presentation of 5<sup>th</sup> Avenue Watermain Project – Information only

Presenter: Karen Young

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 11.23.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:		Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

Presentation on 5<sup>th</sup> Avenue Watermain Project.

**Attachments:** *(please list)*

None.

**Recommendation / Suggested Action** *(briefly explain):*

Information only.

*For office use only:*

*Agenda Item Number: 4.d*



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Illinois Department of Public Health Commendation – Information Only

Presenter: John Lamb

*Please check appropriate box:*

	Government Operations	X	Government Services 11.23.15
	Planning & Development		City Council

Estimated Cost:		Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

All communities in Illinois are required to treat drinking water with fluoride and maintain the level between 0.9 and 1.2 parts per million (ppm) on a daily basis. Fluoride in drinking water has long been acknowledged as a benefit to the public and a safe and effective practice. It is considered one of the “ten great public health achievements of the 20<sup>th</sup> century” by the Centers for Disease Control.

This year the City of St. Charles received a commendation from the Illinois Department of Public Health (IDPH) and the Illinois Environmental Protection Agency (IEPA) for compliance with the Illinois Fluoridation Act. The commendation is specifically for the City meeting regulatory limits for fluoride for twenty (20) years in a row. There are approximately 420 community water systems in Illinois that are required to fluoridate their water. The City of St. Charles in one of sixty (60) communities who have met the twenty years of compliance milestone.

This commendation is the result of the commitment and expertise of the staffs of the City Water Division and the City Water and Wastewater Laboratory who are all responsible for contributing to this achievement. The Water Division staff which is comprised of six IEPA certified operators, samples all seven wells five days a week. The samples are then tested by the City Laboratory staff of two Laboratory Technicians. Using results from the testing the Water Operators adjust the fluoride feed accordingly. The combination of these procedures and diligence contributed to this accomplishment.

**Attachments:** *(please list)*

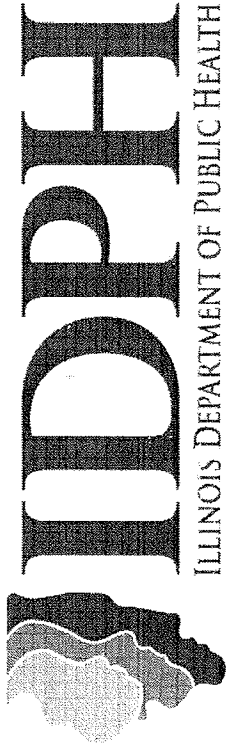
\* Illinois Department of Public Health Certificate

**Recommendation / Suggested Action** *(briefly explain):*

None.

*For office use only*

*Agenda Item Number: 4.e*



**Awards this certificate of commendation to**

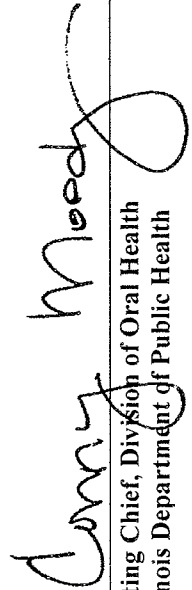
# **St. Charles Water Department**

in recognition of achieving the highest standard of compliance for at least 20 years  
in accordance with the Illinois Fluoridation Act

**1994-2014**

By the Division of Oral Health  
and  
Illinois Environmental Protection Agency  
Division of Water, Public Water Supplies



  
Conny Meedy  
Acting Chief, Division of Oral Health  
Illinois Department of Public Health



W. David McMillan  
Manager, Public Water Supplies  
Illinois Environmental Protection Agency



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure and Approve a Purchase Order with Zimmerman Ford for Non-Stocked Automotive Parts and Vehicle Repairs
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Presenter:	AJ Reineking
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*Please check appropriate box:*

	Government Operations	X	Government Services 11.23.2015
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$40,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

We are asking for approval to issue an open/blanket purchase order with our local Ford dealer, Zimmerman Ford, for non-stocked genuine Ford automotive parts for vehicle maintenance. All parts would be purchased on an as needed basis to repair our Ford fleet vehicles (cars, SUV's and light duty trucks). We also utilize Zimmerman Ford for select vehicle repairs and diagnostic troubleshooting. We are estimating the overall cost of automotive parts and repairs from Zimmerman Ford to be about \$40,000, with the unit costs of the parts varying depending on the part itself.

**Attachments:** *(please list)*

\* Bid Waiver

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and approve an open purchase order with Zimmerman Ford.

*For office use only:*

*Agenda Item Number: 4.f*

**REQUEST FOR WAIVING BID PROCEDURE**

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Zimmerman Ford, Inc.  
2525 E. Main Street  
St. Charles, IL 60174

For the purchase of: Genuine Ford Automotive Parts & Repair Services

At a cost of: \$ 40,000

Reason for the request to waive the bid procedure: Zimmerman Ford is a local automotive dealer and shop that has been providing parts and services to the City of St. Charles for many years. Zimmerman has always provided excellent service and provides us with non-stock Genuine Ford Parts in a timely manner and at the most competitive rates. Their close proximity to our Fleet Department allows for quick and easy parts pick-up and service to the various Ford vehicles that the City owns.

Other Quotations Received: None

Date: 11/23/2015

Requested by: \_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Committee Chairman: \_\_\_\_\_

**THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.**



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to approve the Kane County Fire Chiefs Fire Investigation Task Force Memorandum of Understanding and Authorization of the Mayor and City Clerk to Execute Same

Presenter: Fire Chief Joseph Schelstreet

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services	11.23.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council	

Estimated Cost:	\$0	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

**Executive Summary:**

The Fire Department is a member of the Kane County Fire Chiefs Fire Investigation Task Force. Through the adoption of the Memorandum of Understanding (MOU), member departments are able to request assistance in the form of certified fire investigators when an agency is stricken with an event of significant size or complexity. All of this assistance is provided free of charge. All participating agencies must adopt the MOU and confirm that they are willing to provide the investigators and will not expect reimbursement for their services when called out.

**Attachments:** *(please list)*

Kane County Fire Chiefs Fire Investigation Task Force Memorandum of Understanding

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve the Kane County Fire Chiefs Fire Investigation Task Force Memorandum of Understanding and Authorization of the Mayor and City Clerk to execute same.

*For office use only:* Agenda Item Number: 5.a



Kane County Fire Chiefs  
Fire Investigation Task Force  
Memorandum of Understanding

This agreement is made and entered into on the date set forth next to the authorized signature of the respective parties, by and between the Kane County Fire Chiefs (hereafter "KFCs") and the Units of Local Government subscribed hereto (hereafter "Units"), which have approved this agreement and adopted same as provided by law.

**WHEREAS**, the Parties to this agreement recognize the most effective means to investigate fires, and preserve the evidence necessary to prosecute responsible individuals, is to coordinate law enforcement efforts across jurisdictional boundaries, and to jointly exercise their authority as the Kane County Fire Investigation Task Force (hereafter "KCFITF"), as administered and overseen by the KFCs; and

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual training of fire investigators, performance of fire investigations, preservation of evidence, and prosecution of responsible individuals; and,

**WHEREAS**, the KFC is an Illinois not-for-profit corporation, in good standing, incorporated and governed under the laws of Illinois, which can administer and oversee the KCFITF; and,

**THEREFORE**, in consideration of the foregoing recitals, the Units employees shall have membership in the KCFITF, a fire investigation task force to be administered and overseen by the KFC, as stated in the covenants contained herein, and the Parties hereto agree as follows:

**SECTION ONE – PURPOSE:** The purpose of the KCFITF to provide qualified investigations into the origin of certain fires and preserve evidence for use in criminal prosecution. The KCFITF will provide training to its members. This training will further the purpose of its members.

**SECTION TWO – AUTHORITY:** The participating Units agree that efficiently conducted and documented fire investigation is essential for the preservation of evidence for use in criminal prosecution. The KCFITF is established for the purposes of facilitating investigation and training for the employees of the participating Units.

The KCFITF shall have the authority to implement and carry out the purposes of this Agreement, including the authority to execute all papers, documents, and instruments which may be required or determined to be necessary to accomplish same.

**SECTION THREE – JURISDICTION OVER PERSONNEL AND EQUIPMENT:** Participating Units' personnel shall remain employees of the respective Unit. Each Unit shall be responsible for the payment of any and all compensation owed to their personnel arising out of their participation in the KCFITF and activities authorized under this Agreement, including, but not limited to, wages, overtime, salary, health insurance, disability, damage or destruction of equipment and clothing, and other benefits, as applicable.

Each Unit shall be responsible for the payment of workers' compensation, occupational disease, public employee disability, and other similar benefits, if any, to its personnel, including injuries or illnesses arising out of the activities provided for under this Agreement.

Irrespective of any assertion that any party is a "borrowing employer" or a "loaning employer", within the meaning of the Illinois Worker's Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Act (820 ILCS 310), the Unit that employs the employee shall be responsible for payment of any workers' compensation or occupational disease benefits, if any, that are owed, as a result of injury or illness arising out of and in the course of the activities provided in furtherance of this agreement.

**SECTION FOUR – TRAINING:** It is the responsibility of the individual investigators to complete, and maintain records, of their training. It shall be the responsibility of the individual investigator and their respective departments to complete all paperwork for recertification. The KCFITF shall provide training attendance records for training sessions held by the Task Force to participant's respective departments.

It shall be mandatory for each investigator to complete the annual Bomb Arson Tracking System (BATS) training provided by the KCFITF and to maintain their login information.

**SECTION FIVE – COMPENSATION FOR AID:** Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recovered from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

**SECTION SIX – INSURANCE:** Each Unit and the KCFCs shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may result from service of its employees and officers which are contemplated by this Agreement. Each Unit and the KCFCs shall bear the cost of its own defense, including attorney's fees.

This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by any one Unit or the KCFCs, with respect to third parties, or to increase the liability of any party beyond that which is imposed by law.

**SECTION SEVEN – INDEMNIFICATION:** Each party requesting or receiving aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the party and its personnel rendering aid and from any and all claims, demands, liability, losses, or suits in law or in equity which are made, provided however, that such claims are not the result of willful and wanton misconduct. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

**SECTION EIGHT – WAIVER OF CLAIMS:** Each Unit agrees and hereby releases and waives all claims against all other Units participating in this Agreement with respect to any loss, damage, personal injury, or death sustained by that Unit, or its employees, as a result of its participation in the activities covered by this Agreement, except to the extent that any such claim alleges gross negligence or willful and wanton misconduct.

**SECTION NINE – TERM:** This agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the KCFCs specifying the date of termination, such notice to be given at least thirty calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery or registered/certified mail.

**SECTION TEN – EFFECTIVENESS:** This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

**SECTION ELEVEN – BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Unit without prior written consent of the parties hereto.

**SECTION TWELVE – VALIDITY:** The invalidity of any provision of this agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

**SECTION THIRTEEN – NOTICES:** All notices hereunder shall be in writing and shall be served personally or by registered or certified mail to the parties at such addresses as may be designated from time to time on the KCFCs mailing lists or, to other such addresses as shall be agreed upon.

**SECTION FOURTEEN – GOVERNING LAW:** This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

**SECTION FIFTEEN – EXECUTION IN COUNTERPARTS:** This agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. The KCFCs shall maintain a complete set of original counterparts with respect to each party to this Agreement.

**SECTION SIXTEEN – AMENDMENTS:** This Agreement may only be amended by written consent of all the parties hereto.

**SECTION SEVENTEEN – STANDARD OPERATING PROCEDURES:** The KCFITF operates under a set of Standard Operating Procedures (hereafter “SOPs”) that are made available to all participants in the Task Force. These SOPs may be updated and revised as recommended by the Advisory Committee to the KCFCs. Any participating Unit that does not agree with the amendments may, by written notice, immediately terminate its participation in the KCFITF.

**SECTION EIGHTEEN – STRUCTURE & GOVERNANCE:** The KCFITF shall be managed and governed by an Advisory Committee of the KFCs as set forth in the Committee Bylaws.

**SECTION NINETEEN – AUTHORIZED SIGNATORY:** The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this Kane County Fire Chiefs Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Kane County Fire Chiefs Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto, and affirms that he/she has authority to sign on behalf of their Unit.

Political Entity(s): \_\_\_\_\_

President/Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_