Village Board

Village President
Frank DeSimone

Trustees
Rosa Carmona
Ann Franz
Agnieszka "Annie" Jaworska
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois
VILLAGE BOARD
COMMITTEE OF THE WHOLE
AGENDA
6:30 PM August 21, 2018

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)

V. APPROVAL OF MINUTES

1. *July 17, 2018 Committee of the Whole Meeting Minutes*

VI. **REPORTS OF VILLAGE DEPARTMENTS**

A. Administration – No Report

B. Community and Economic Development

1. *Presentation on the Potential Podlin Drive Special Service Area*

2. *Consideration of an Ordinance Approving a Variance (shed, size) for Kamil Matyja, located at 751 S. Center Street*

3. *Consideration of an Ordinance Approving an Amendment to Conditional Use Permit for Thorntons, Inc., located at 601 N IL Route 83*

C. Finance – No Report

D. Police Department

1. *Consideration of a Resolution to Authorize Payment of $28,337.82 to DuPage County for the First Capital Installment Payment of the Police Records Management System's Component of the Du Page Justice Information System*

2. *Consideration of an Ordinance Approving an Amended Mutual Aid Agreement for the Northern Illinois Police Alarm System (NIPAS)*

E. Public Works

1. *Consideration of a Resolution Approving an Acquisition of Necessary Right of*

Way, Permanent and/or Temporary Easements from Mr. Roland Zablocki of 702 W Green St (PIN 03-14-301-007) in the Not-to-Exceed Amount of $12,750.00 Related to the Church Rd TAP-TCM Project

2. *Consideration of a Resolution Authorizing the Execution of a Design Engineering Services Agreement for the 2019 Village Watermain Improvements Project with James J. Benes & Associates, Inc. in the Not-to-Exceed Amount of $69,232.00*

3. *Consideration of a Resolution Authorizing the Execution of an Engineering Services Agreement with Bollinger, Lach & Associates for the Church Rd TAP-TCM Project (Grove to IL-19) in the Not-to-Exceed Amount of $115,720.01*

4. *Consideration of a Resolution Authorizing the Execution of a Contract with Globe Construction Inc. of Addison, IL for the 2018 MFT Sidewalk Removal & Replacement Program in the not-to-exceed amount of $40,000.00*

5. *Consideration of a Resolution Authorizing the Execution of a License Agreement with MCI metro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services to install Telecommunications within the Village of Bensenville Right-of-Way*

6. *Consideration of a Resolution Authorizing the Execution of a Design Engineering Services Contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. in the Not-to-Exceed Amount of $437,323.26*

7. *Consideration of a Resolution Authorizing the Execution of an Agreement with the Suburban Bus Division of the Regional Transportation Authority (PACE) for Participation in the Ride DuPage Program*

F. Recreation

1. *Consideration of an Ordinance Declaring Sin Bin Hockey Shop Inventory and Equipment as Village Owned Surplus Property*

2. *Consideration of a Resolution Authorizing a Master License Agreement with Universal Film Exchanges, LLC*

VII. INFORMATIONAL ITEMS

VIII. UNFINISHED BUSINESS

IX. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]
B. Personnel [5 ILCS 120/2 (C) (1)]
C. Collective Bargaining [5 ILCS 120/2 (C) (2)]
D. Property Acquisition [5 ILCS 120/2 (C) (5)]
E. Litigation [5 ILCS 120/2 (C) (11)]

X. ADJOURNMENT

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Minutes	Corey Williamsen	Village Clerk's Office	August 21, 2018

DESCRIPTION:
July 17, 2018 Committee of the Whole Meeting Minutes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: **DATE:**

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

ATTACHMENTS:

Description	Upload Date	Type
DRAFT_180717_COW	8/15/2018	Cover Memo

Village of Bensenville
Village Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook

MINUTES OF THE COMMITTEE OF THE WHOLE
July 17, 2018

CALL TO ORDER: President DeSimone called the meeting to order at 6:30 p.m.

PRESENT: Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone, Carmona, Franz, Jaworska, Lomax, Panicola, Perez

Absent: None

A quorum was present.

Staff Present: E. Summers, G. Ferguson, F. Kosman, A. Thakkar, S. Viger, C. Williamsen

Public Comment: There was no public comment.

Approval of Minutes: The June 19, 2018 Committee of the Whole Meeting minutes were presented.

Motion: Trustee Franz made a motion to approve the minutes as presented. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

Mesirow Insurance: Village Manager, Evan Summers, presented a Resolution Approving a Risk Management and Insurance Service Agreement with Mesirow Insurance Services, Inc.

There were no questions from the Committee.

DRAFT

Motion: Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

SOC Contribution (JDA Associates): Village Manager, Evan Summers, presented a Resolution Authorizing a Contribution to the Suburban O'Hare Commission (SOC) in the Amount of $10,000 per Year for the Next Three Years for the Purposes of a Consulting Services Agreement with Joseph Del Balzo Associates Inc. (JDA).

There were no questions from the Committee.

Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Lomax seconded the motion.

All were in favor. Motion Carried.

Joey C's Deli Façade Grant: Village Manager, Evan Summers, presented a Resolution Approving a Façade Improvement Program Grant in the Not-to- Exceed Amount of $2,750 for Joey C's Deli at 18 S. Addison Street, Bensenville.

There were no questions from the Committee.

Motion: Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Carmona seconded the motion.

All were in favor. Motion Carried.

900-930 County Line Road: Village Manager, Evan Summers, presented an Ordinance Approving Ammedment to Final Planned Unit Development to install signage for MTR LLC at 900-930 County Line Road, Bensenville.

There were no questions from the Committee.

DRAFT

Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Perez seconded the motion.

All were in favor. Motion Carried.

121 E. Pine Ave.: Village Manager, Evan Summers, presented an Ordinance Denying Preliminary & Final Plat of Subdivision for Ismail Tchatalbashev at 121 E. Pine Avenue, Bensenville.

There were no questions from the Committee.

Motion: Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Lomax seconded the motion.

All were in favor. Motion Carried.

Spear Landscaping: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Contract with Spear Landscaping, Inc. for the Senior / Disabled Grass Cutting Program.

There were no questions from the Committee.

Motion: Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Lomax seconded the motion.

All were in favor. Motion carried.

Informational Items: There were no informational items.

Unfinished Business: There was no unfinished business.

DRAFT

Executive Session: Village Attorney, Joseph Montana, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation, land acquisition and the review of Executive Session minutes. Actions will take place as a result of the discussions.

Motion: Trustee Franz made a motion to recess the meeting and go into executive session. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

President DeSimone recessed the meeting at 6:11 p.m.

President DeSimone called the meeting back to order at 6:16 p.m.

PRESENT: Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone, Carmona, Franz, Jaworska, Lomax, Panicola, Perez

Absent: None

A quorum was present.

ADJOURNMENT: Trustee Perez made a motion to adjourn the meeting. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:17 p.m.

DRAFT

Corey Williamsen
Deputy Village Clerk
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ___ day, August 2018

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Presentation	B. Michaelson	Community & Economic Development	08.21.18

DESCRIPTION:

Presentation on the Potential Podlin Drive Special Service Area

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village		*Enrich the lives of Residents*
	Quality Customer Oriented Services	X	*Major Business/Corporate Center*
X	*Safe and Beautiful Village*	X	*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
Committee of the Whole	08.21.18

BACKGROUND:

Podlin Drive is a section of Village-owned property acting as a de facto roadway. Though not a designated right-of-way, the roadway is maintained by Public Works. Podlin Drive remains the last unpaved roadway in the Village.

The paving of Podlin Drive has been suggested in the past, but was not undertaken given financial obstacles and/or political opposition. Staff believes that a number of factors have changed, making the timing right to re-examine the issue.

KEY ISSUES:

- Village Staff has begun the process to pave Podlin Drive.
- Staff worked to establish an estimated project budget.
- After an internal review, it was determined that the best funding mechanism to improve Podlin Drive is a Special Service Area.
- The Special Service Area is a shared financial investment between the Village of Bensenville (50%) and property owners receiving benefits from improvements (50%). This investment is spread over a period, typically 20 years.
- Each individual property owner is responsible for paying a percentage of total project costs, based on assessed value.
- There are 16 property owners along Podlin Drive. Staff attempted to contact each in order to explain the project timeline, costs, and responsibilities. Staff were able to speak to all but two property owners, though letters sharing the information were sent to all owners' address of record.
- Project costs and other information shared are attached.
- In order to move forward with the Special Service Area, more than half of property owners must vote in favor.
- At present, 8 property owners have indicated support of the Special Service Area. 3 property owners have expressed outright opposition. The remaining have not indicated a position.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

The Committee of the Whole will provide staff direction on whether to pursue the Special Service Area with property owners along Podlin Drive.

BUDGET IMPACT:

$1,368,369.40 total estimated cost to Village.

ACTION REQUIRED:

Staff is respectfully asking for direction from the Committee of the Whole as to the Decision on whether to continue moving forward with efforts to establish the Special Service Area.

ATTACHMENTS:

Description	Upload Date	Type
Aerial Photograph	8/10/2018	Backup Material
SSA Budget Charts	8/1/2018	Backup Material
Individual SSA Charts	8/1/2018	Backup Material

Proposed Podlin Drive SSA

Village of Bensenville

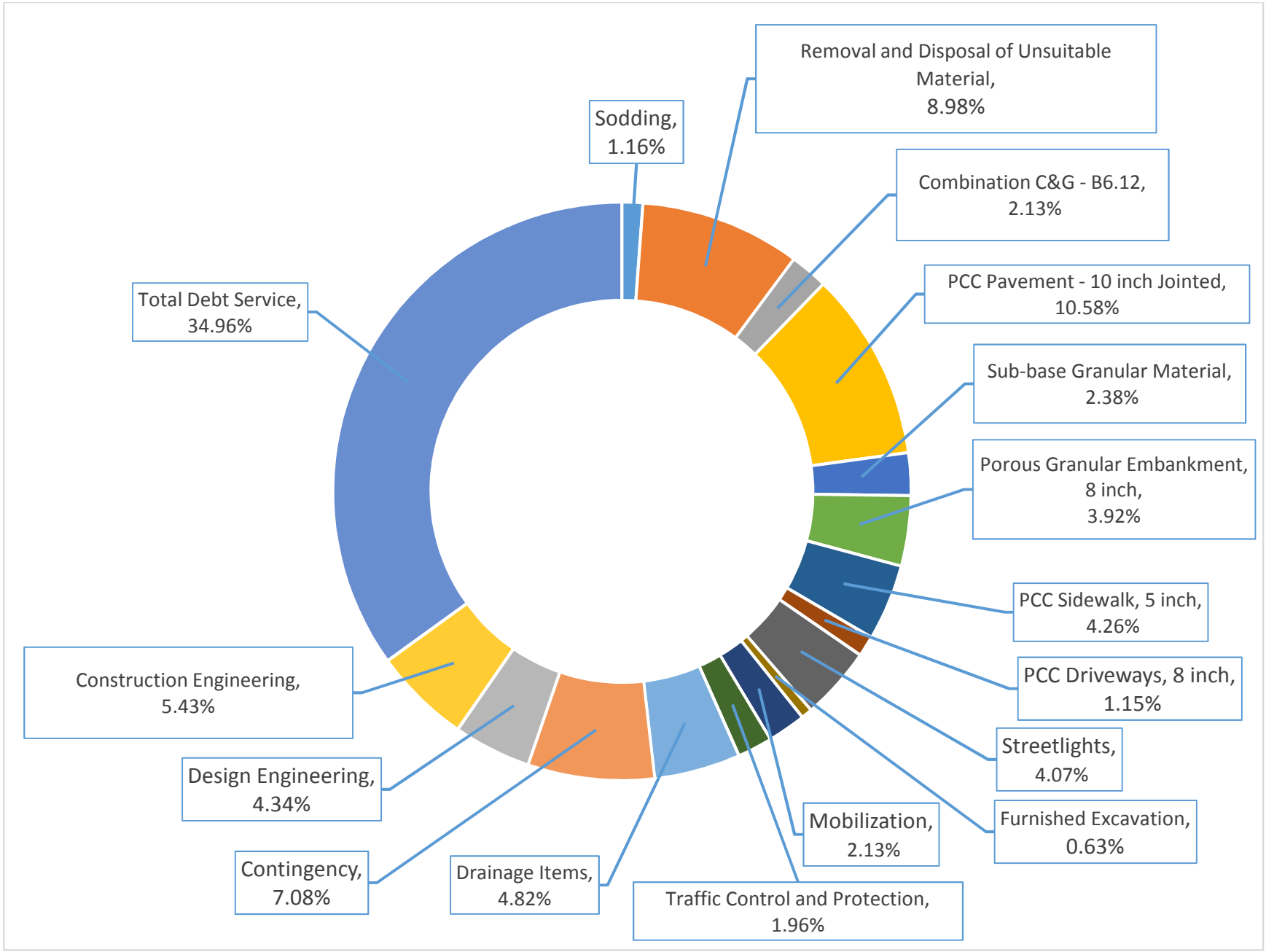
Podlin Drive Special Service Area #10
Village of Bensenville

Description	Total Cost	Water - 100% Village	Pavement - 50% Village	Pavement - 50% Owners
Sodding	$30,000.00		$15,000.00	$15,000.00
Removal and Disposal of Unsuitable Material	$231,750.00		$115,875.00	$115,875.00
Combination C&G - B6.12	$55,000.00		$27,500.00	$27,500.00
PCC Pavement - 10 inch Jointed	$273,000.00		$136,500.00	$136,500.00
Sub-base Granular Material, Ty B, 4 inch	$61,500.00		$30,750.00	$30,750.00
Porous Granular Embankment, 8 inch	$101,250.00		$50,625.00	$50,625.00
PCC Sidewalk, 5 inch	$110,000.00		$55,000.00	$55,000.00
PCC Driveways, 8 inch	$29,750.00		$14,875.00	$14,875.00
Watermain Installation, 8 inch	$340,000.00	$340,000.00	$0.00	$0.00
Streetlights	$105,000.00		$52,500.00	$52,500.00
Furnished Excavation	$16,250.00		$8,125.00	$8,125.00
Sub-total	***$1,353,500.00***	***$340,000.00***	***$506,750.00***	***$506,750.00***
Mobilization (6%)	$81,210.00	$26,376.06	$27,416.97	$27,416.97
Traffic Control and Protection (5%)	$67,675.00	$17,000.00	$25,337.50	$25,337.50
Drainage Items (10%)	$124,350.00		$62,175.00	$62,175.00
Sub-total Construction	***$1,626,735.00***	***$383,376.06***	***$621,679.47***	***$621,679.47***
Contingency (15%)	$244,010.25	$61,295.52	$91,357.37	$91,357.37
Total Construction Costs	***$1,870,745.25***	***$444,671.58***	***$713,036.84***	***$713,036.84***
Design Engineering (8%)	$149,659.62	$37,594.59	$56,032.52	$56,032.52
Construction Engineering (10%)	$187,074.53	$46,993.23	$70,040.65	$70,040.65
Total Engineering	***$336,734.15***	***$84,587.82***	***$126,073.17***	***$126,073.17***
Total Project Costs*	***$2,207,479.40***	***$529,259.40***	***$839,110.00***	***$839,110.00***

*Total Project Costs are based on estimates, and subject to change.

Podlin Drive Special Service Area #10
Village of Bensenville

Podlin Drive Special Service Area #10
Village of Bensenville



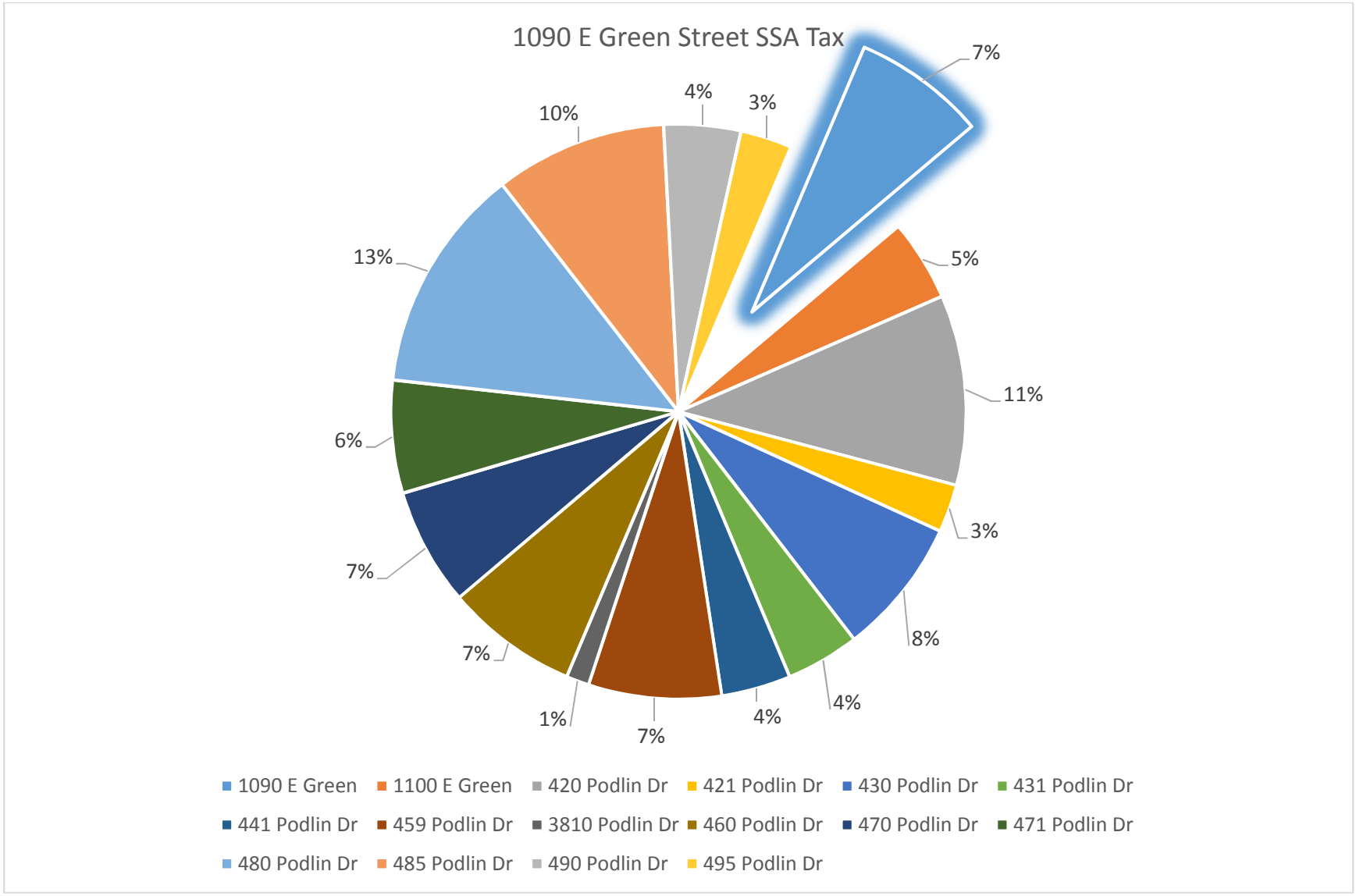
Podlin Drive Special Service Area #10
Village of Bensenville

Parcel	Address	Equalized Assessed Value (EAV)	2015 Taxes	Owner Name	Annual SSA Tax Based on EAV (20 Year)
12-19-100-019-0000	1090 E Green	$81,000.00	$27,733.66	1090 Green Street LLC	$4,804.81
12-19-100-026-0000	1100 E Green	$50,000.00	$18,899.21	Michael Stin	$2,965.93
12-19-100-020-0000	420 Podlin Dr	$116,216.00	$32,761.46	Jeannine Flolo	$6,893.78
12-19-100-027-0000	421 Podlin Dr	$29,333.00	$8,989.22	Marvin P. Harrigan	$1,739.99
12-19-100-021-0000	430 Podlin Dr	$84,047.00	$27,875.95	Loren Tool & Mfg.	$4,985.55
12-19-100-048-0000	431 Podlin Dr	$45,000.00	$17,095.91	Nicholas Disilvo	$2,669.34
12-19-100-049-0000	441 Podlin Dr	$42,500.00	$17,811.38		$2,521.04
12-19-100-030-0000	459 Podlin Dr	$81,282.00	$19,469.15	Richard & Deborah Ruhl	$4,821.54
12-19-100-022-0000	3810 Podlin Dr	$14,004.00	$4,332.31	Daniel Di Vito	$830.70
12-19-100-023-0000	460 Podlin Dr	$81,075.00	$27,534.74	Daniel Payne	$4,809.26
12-19-100-024-0000	470 Podlin Dr	$71,898.00	$22,924.38	T Cullinan	$4,264.89
12-19-100-126-0000	471 Podlin Dr	$69,025.00	$20,371.61	Surfacetec Corp	$4,094.47
12-19-100-025-0000	480 Podlin Dr	$138,303.00	$40,329.83	ASAP Pallet Inc	$8,203.95
12-19-100-125-0000	485 Podlin Dr	$105,339.00	$27,868.34	485 Podlin Drive LLC	$6,248.57
12-19-100-115-0000	490 Podlin Dr	$46,967.00	$15,187.51	Daniel Rooney	$2,786.02
12-19-100-116-0000	495 Podlin Dr	$31,486.00	$10,412.60	Daniel Rooney	$1,867.71

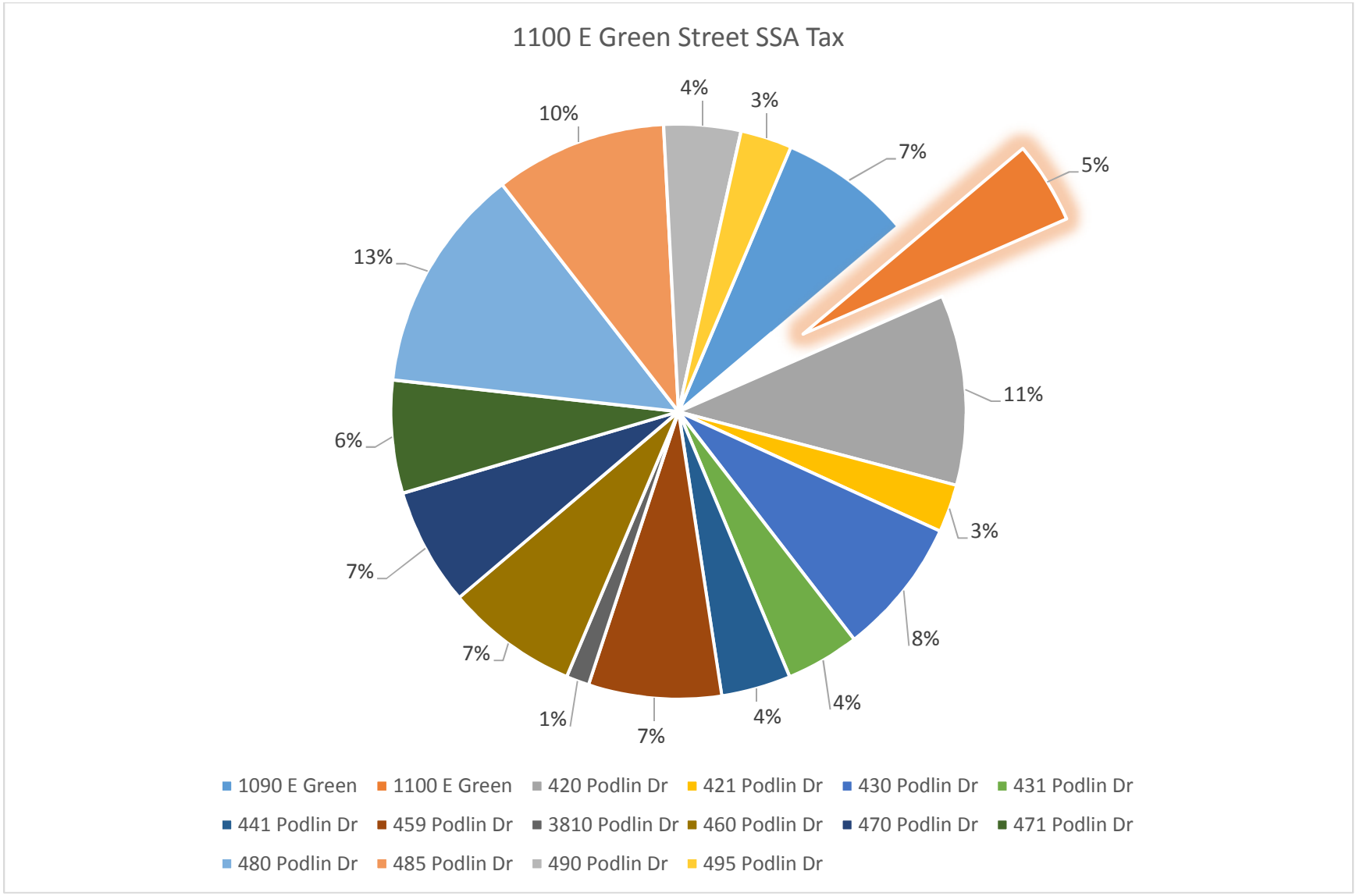
Podlin Drive Special Service Area #10
Village of Bensenville

Project	Village	Parcel Owners	Total
Water	$529,259.40	$ -	$529,259.40
Pavement	$839,110.00	$839,110.00	$1,678,220.00
Total	$1,368,369.40	$839,110.00	**$2,207,479.40**
Debt Service - 20 Years			
Rate	4.50%**	4.50%**	
Term	20	20	
Annual Debt Service	$105,194.96	$64,507.54	$169,702.50
Total Debt Service 20 Year	$2,103,899.27	$1,290,150.83	$3,394,050.10
Interest Cost	$735,529.87	$451,040.83	$1,186,570.70

**Interest Rate is based on market conditions and bond rating, and is subject to change without any prior notice



*Calculations shown are estimates and subject to change based on annual assessments



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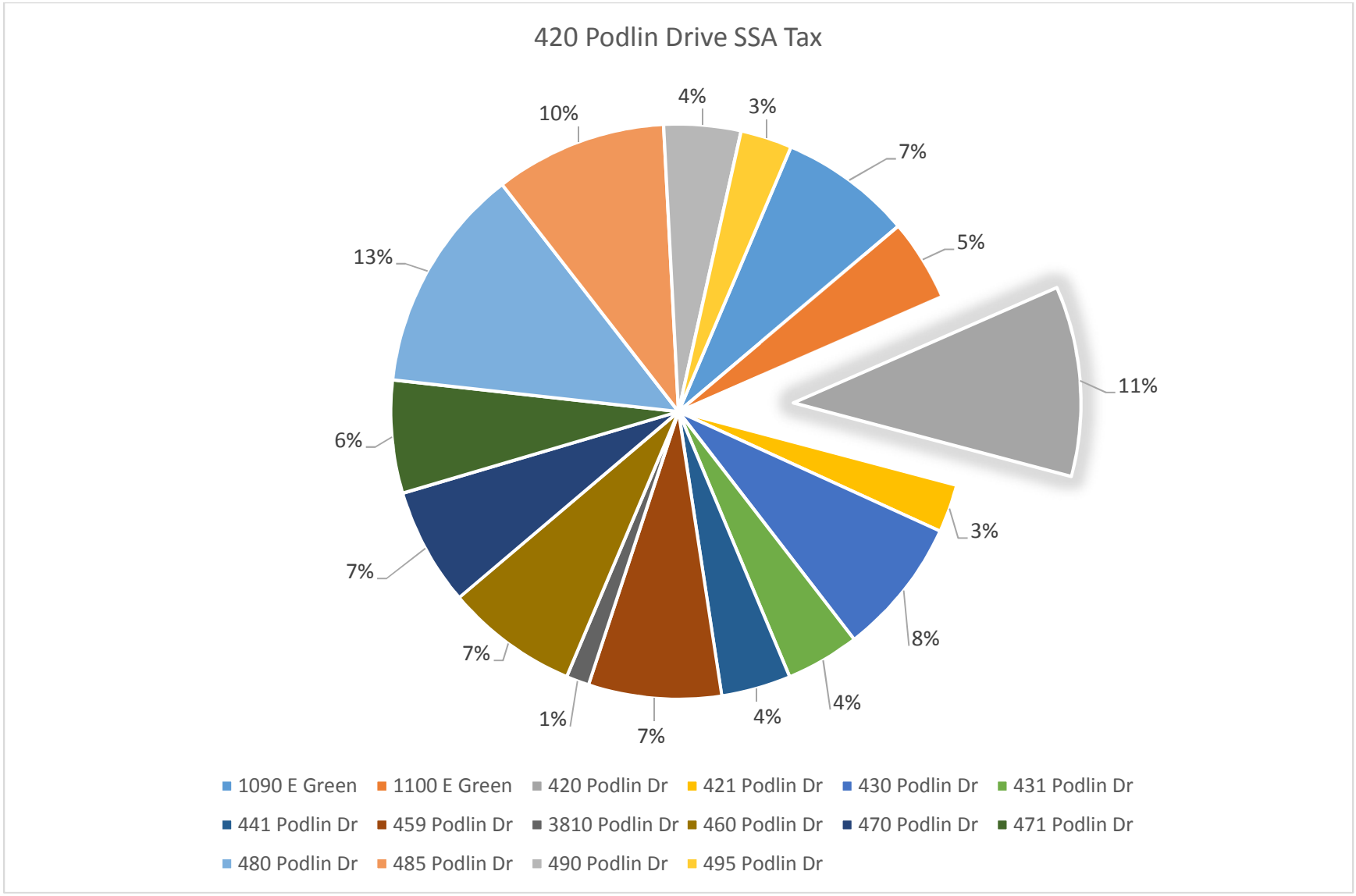

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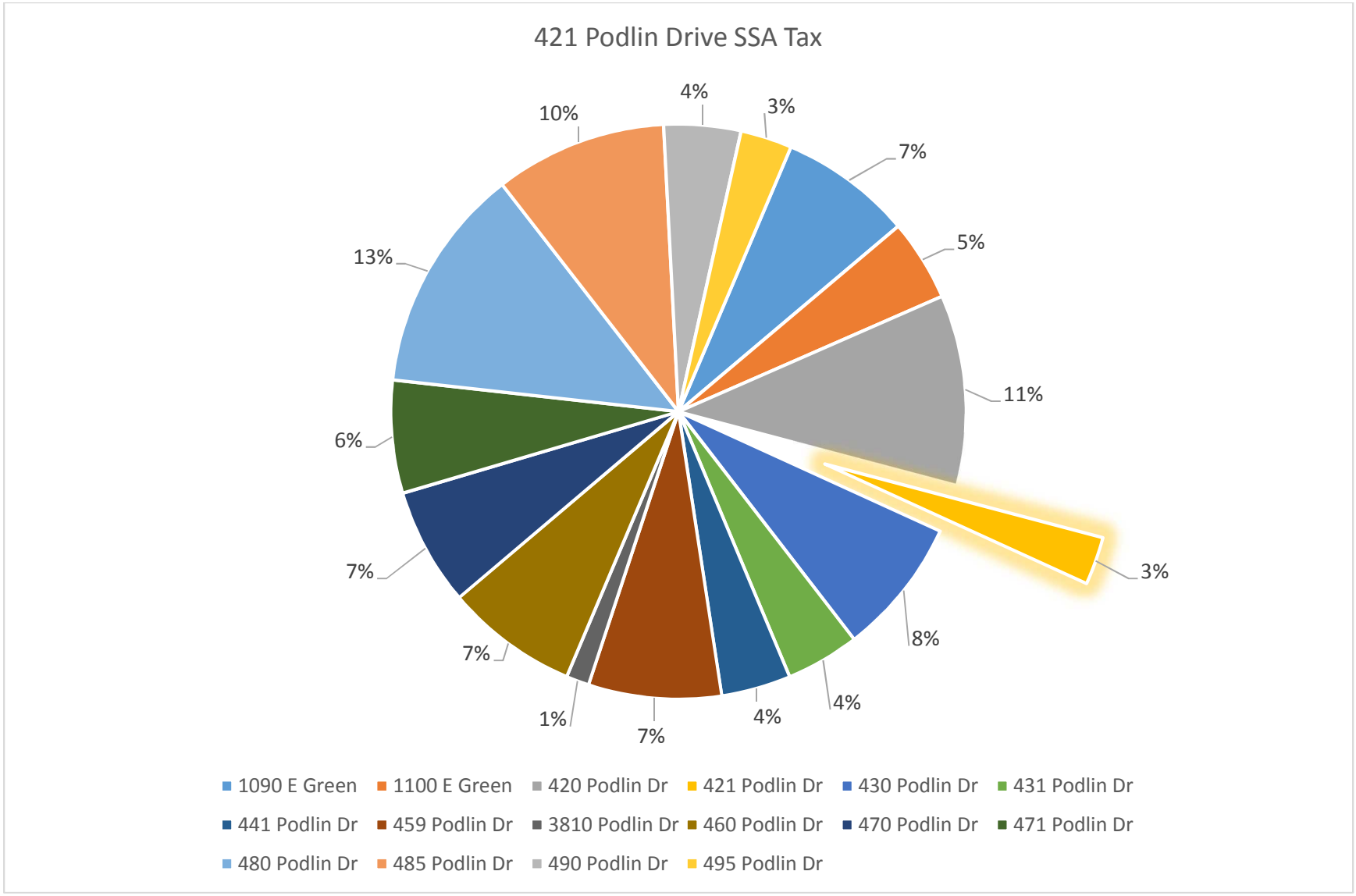

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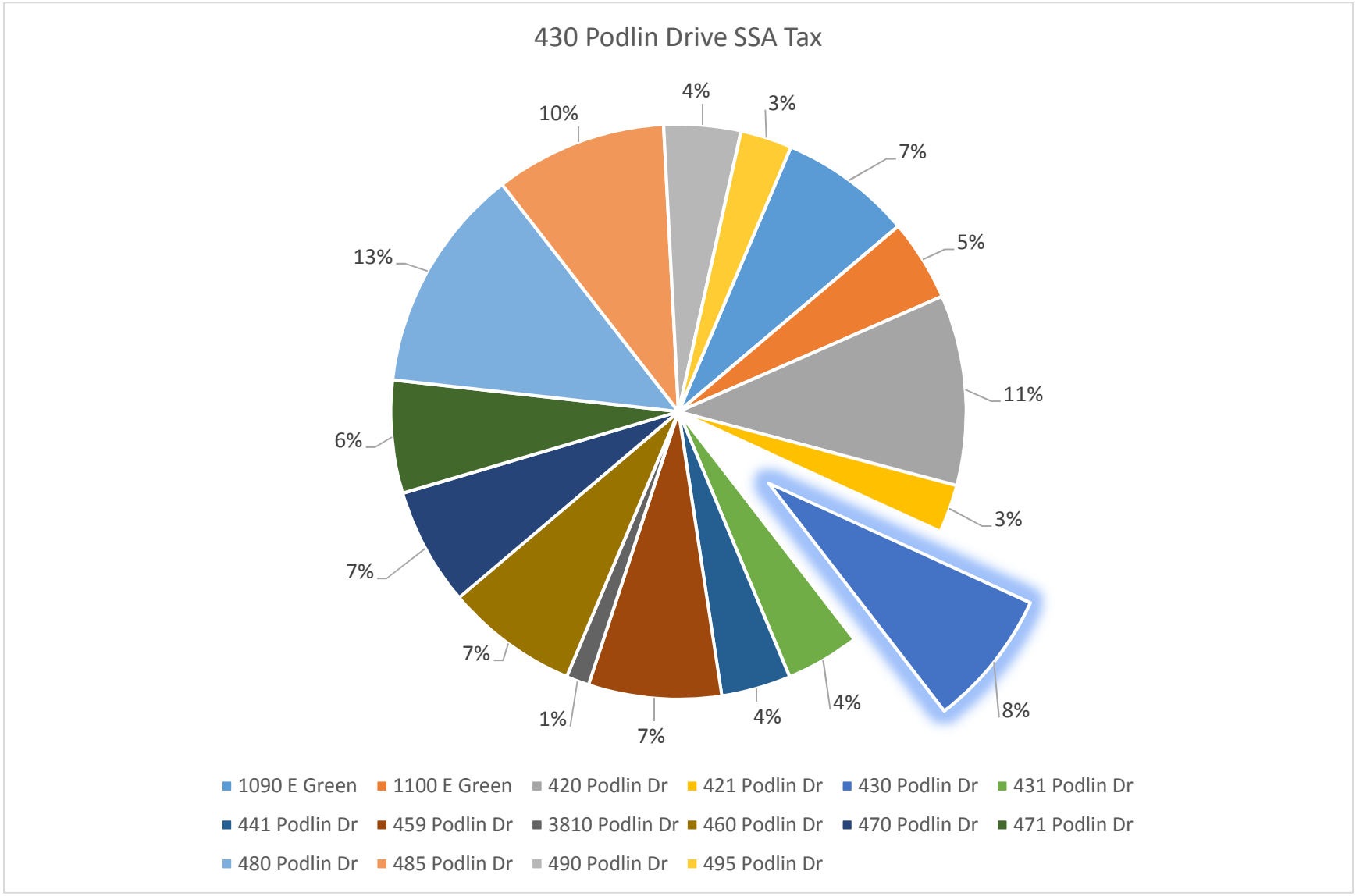

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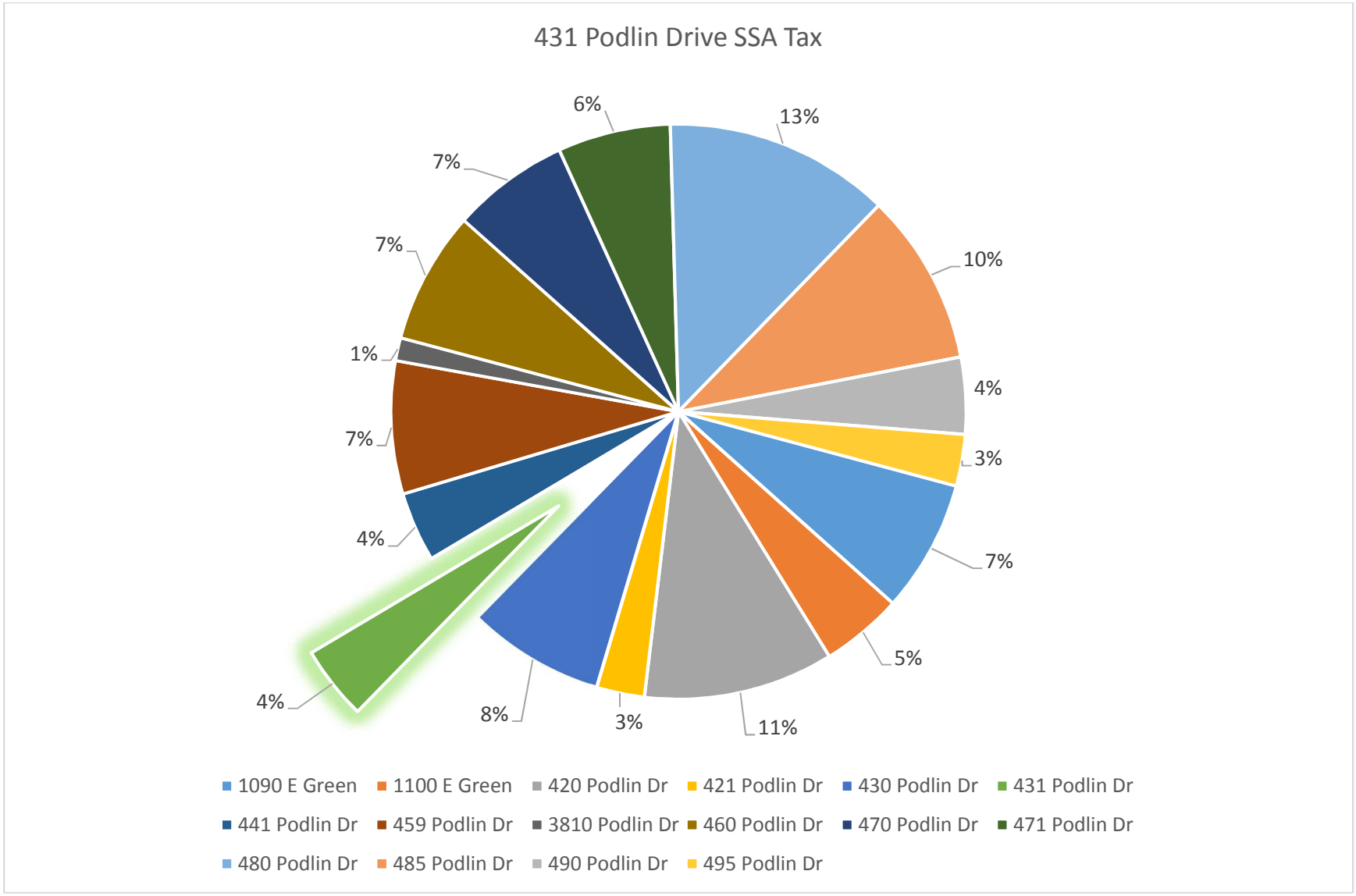

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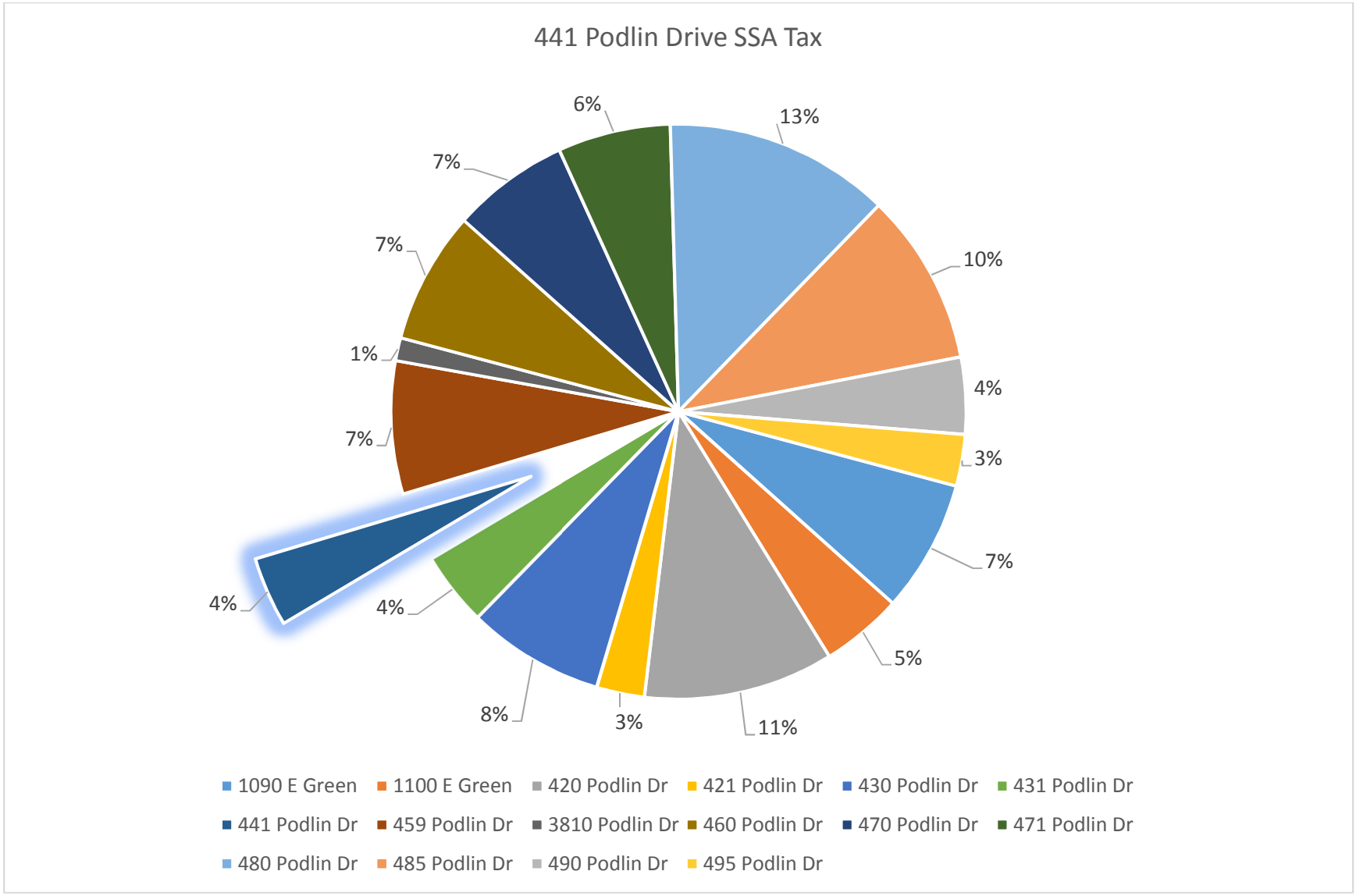

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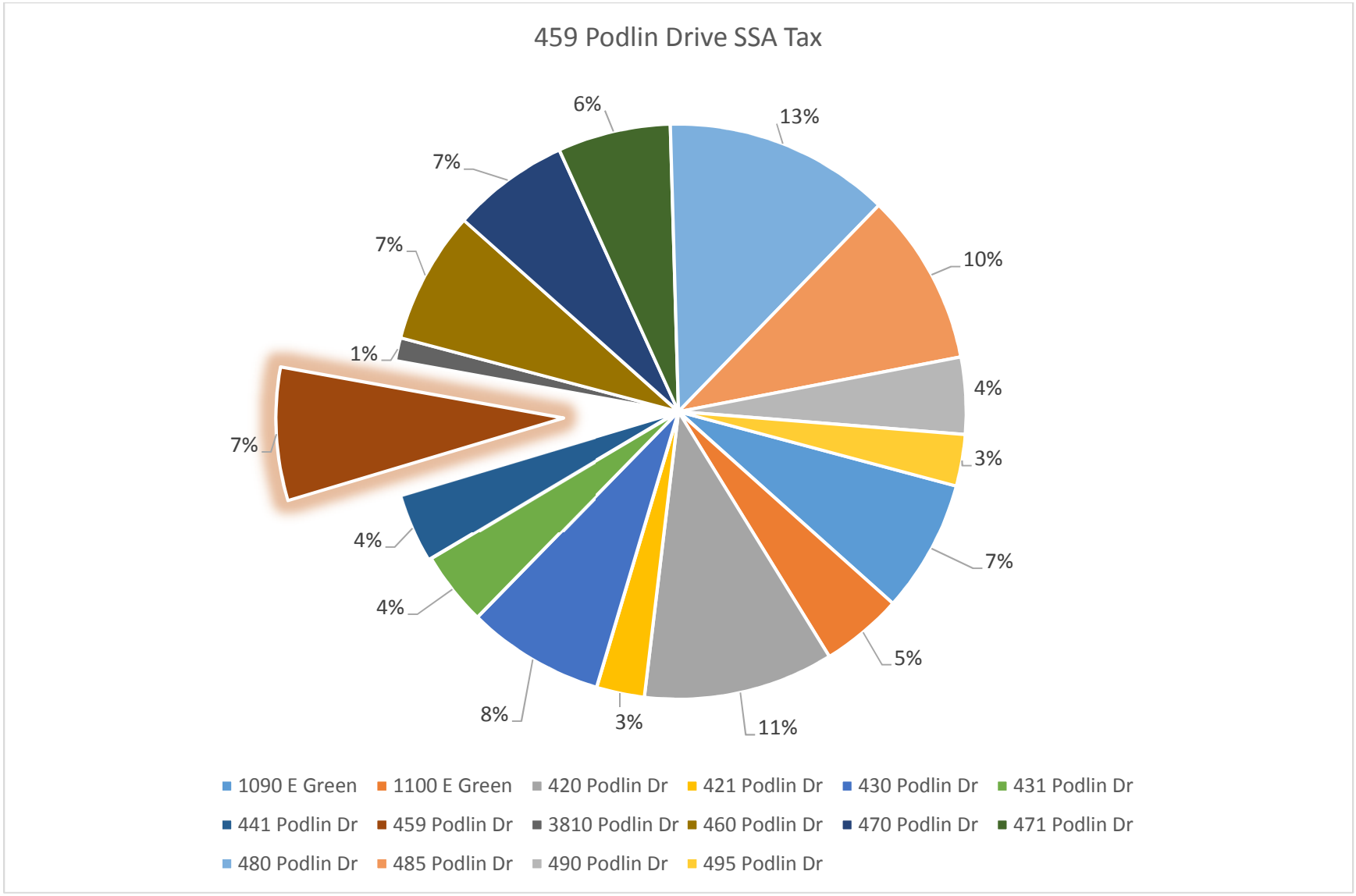

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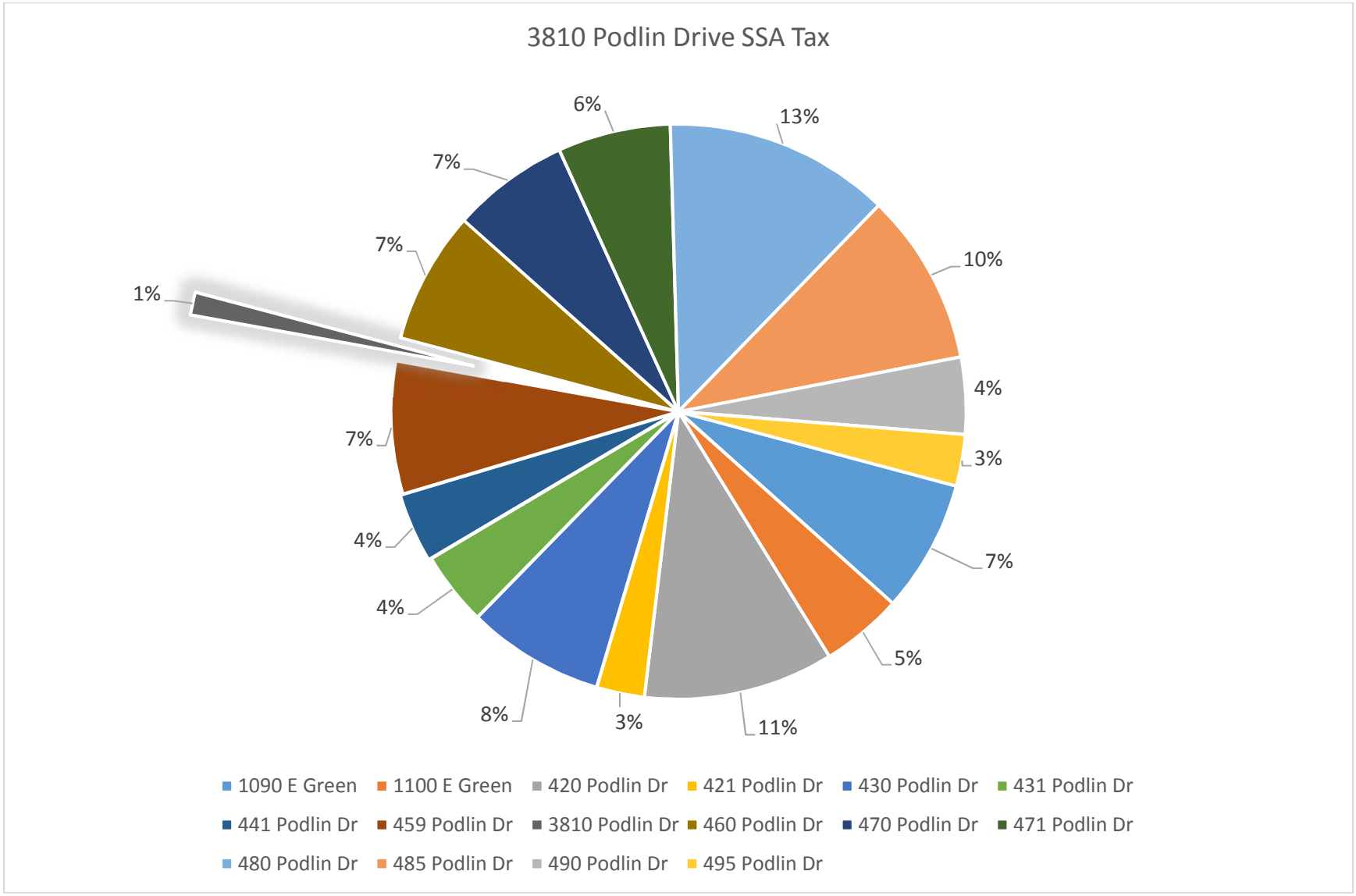

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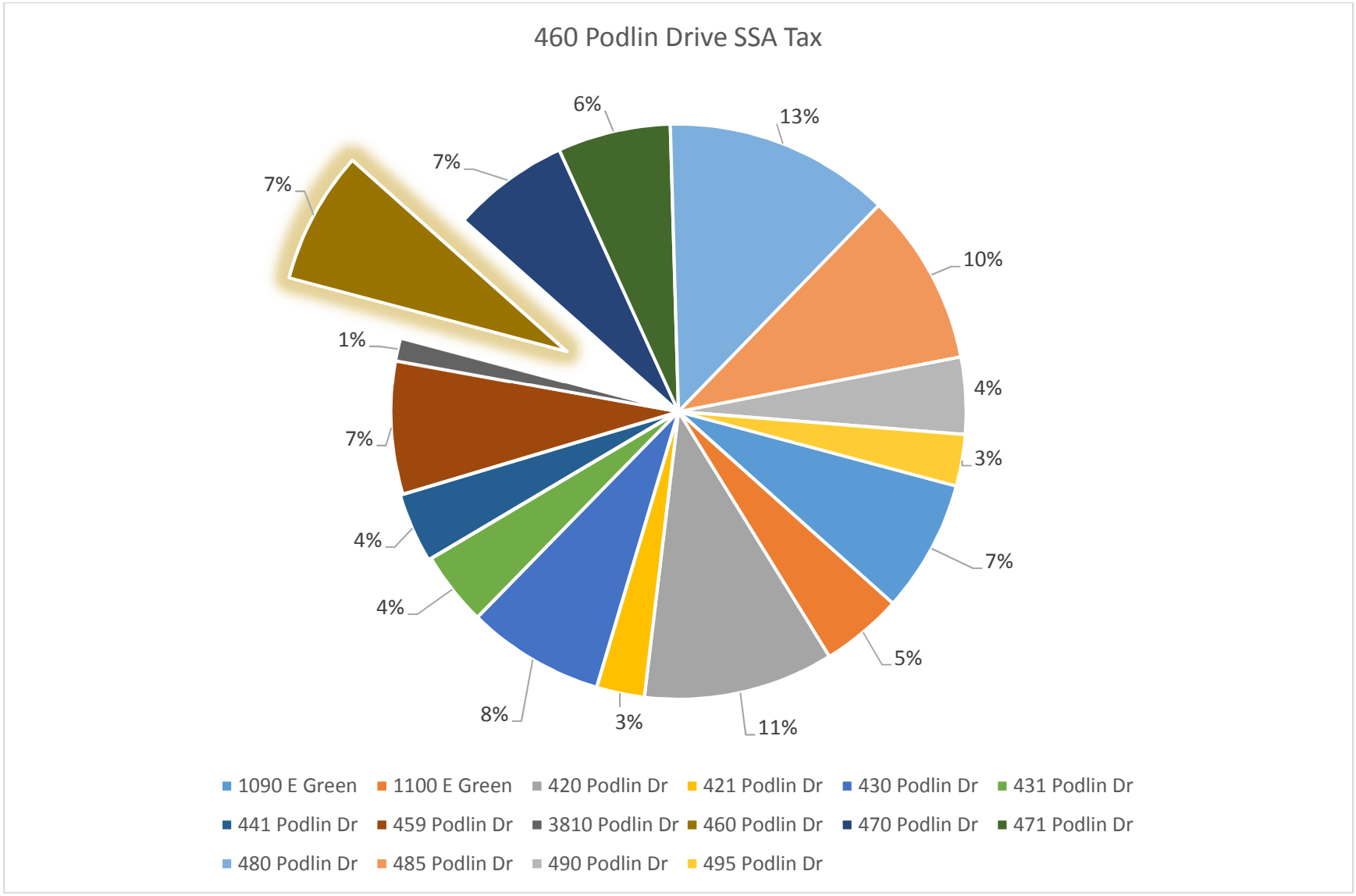

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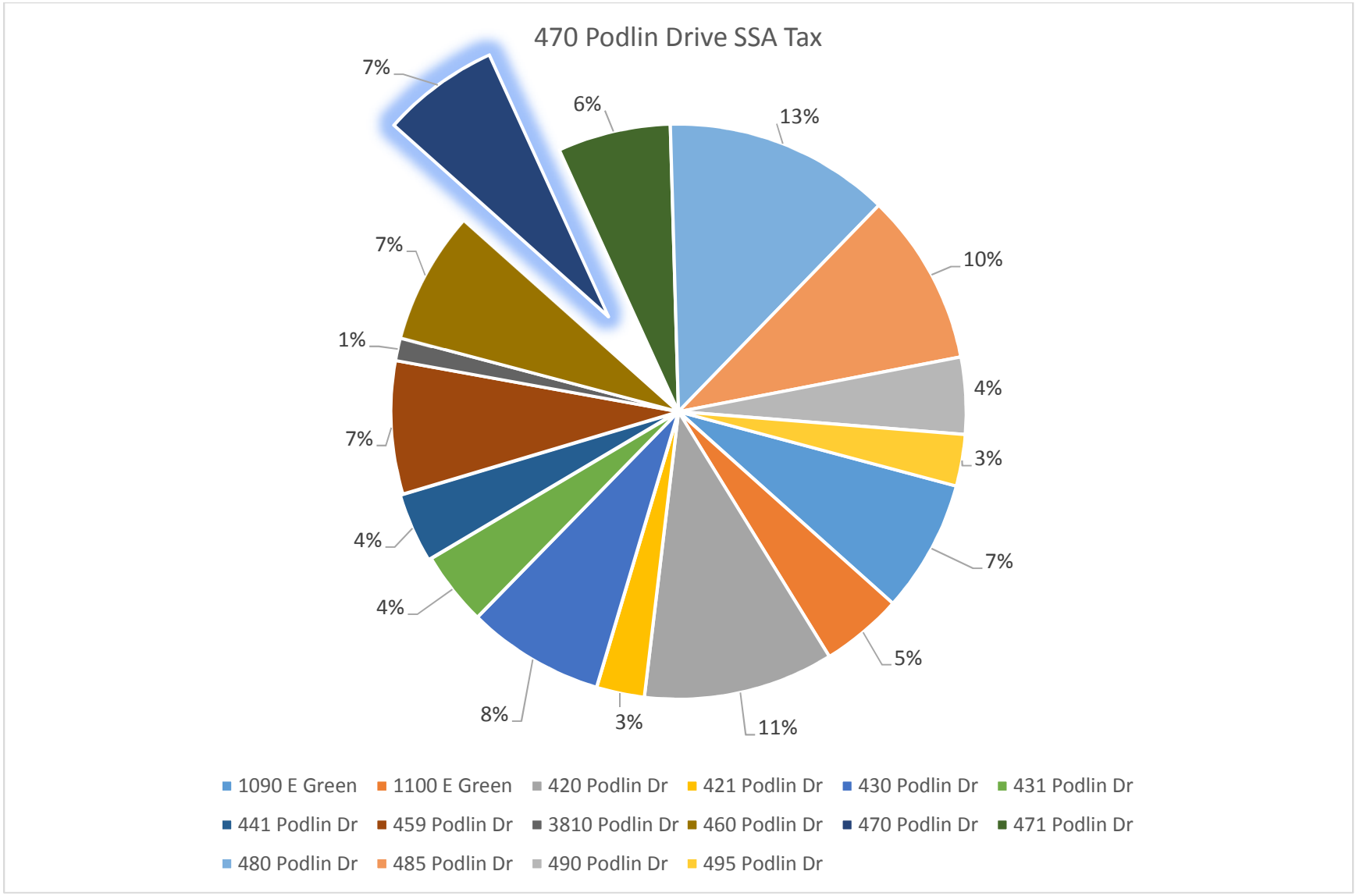

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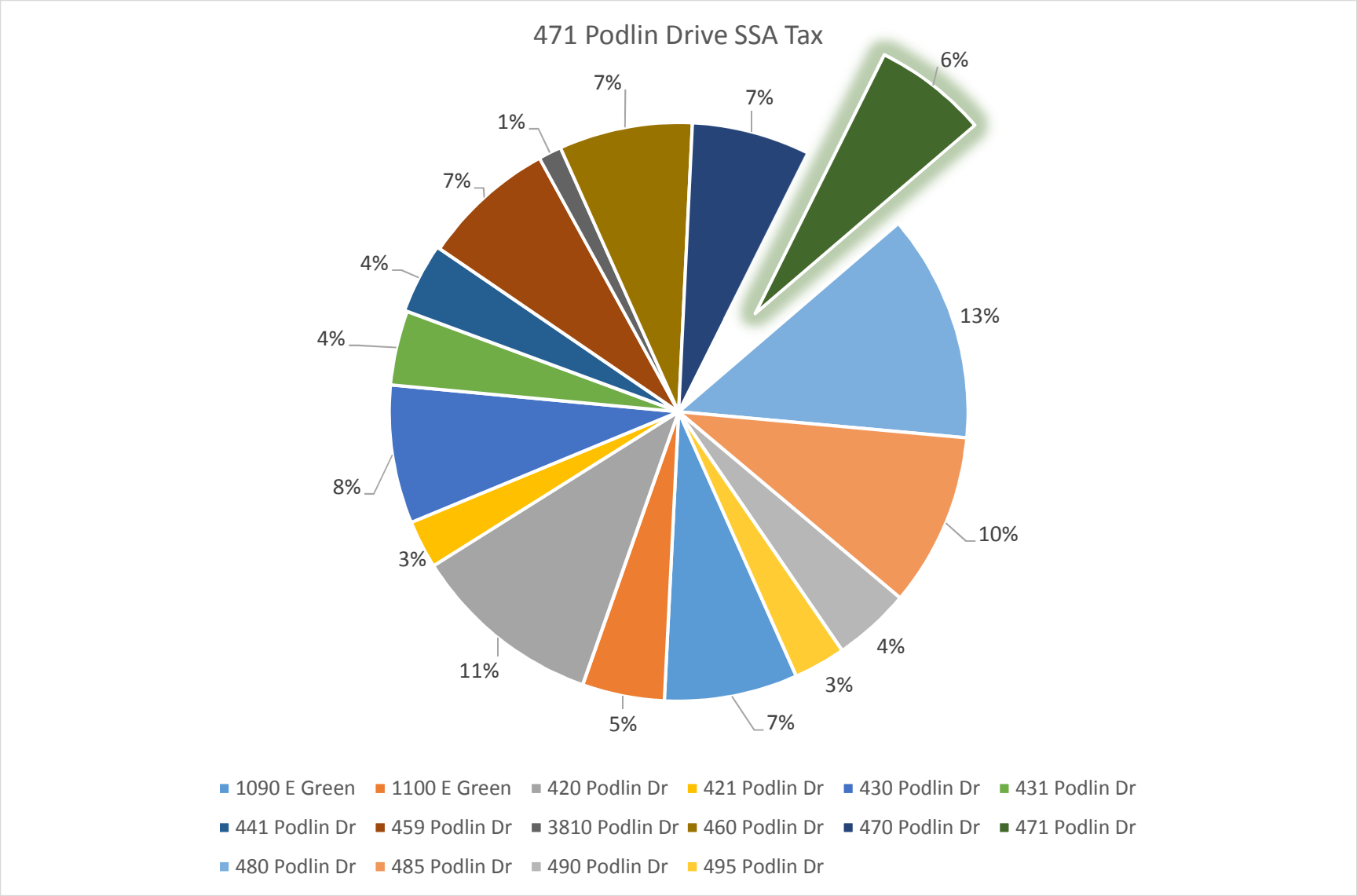

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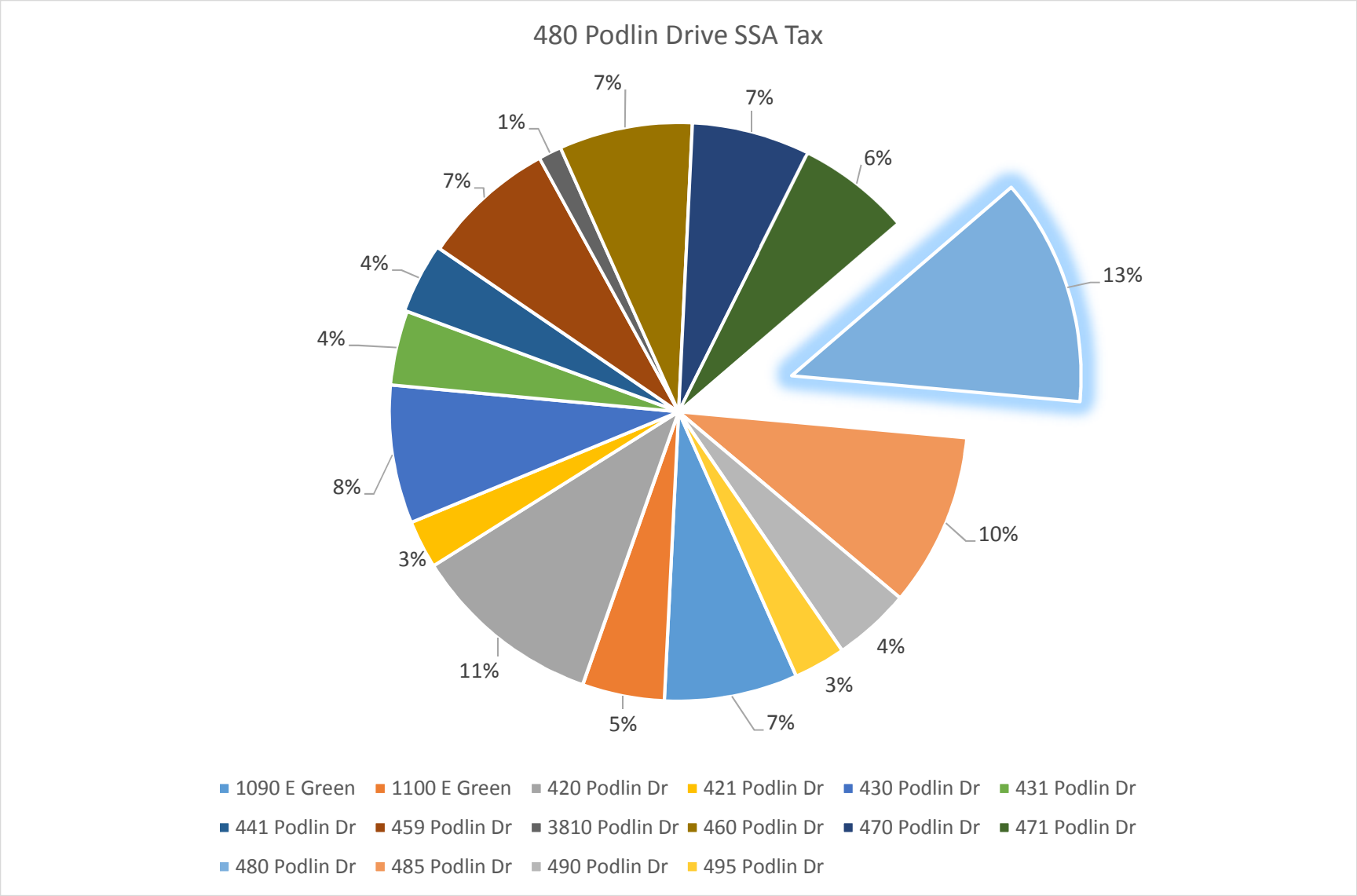

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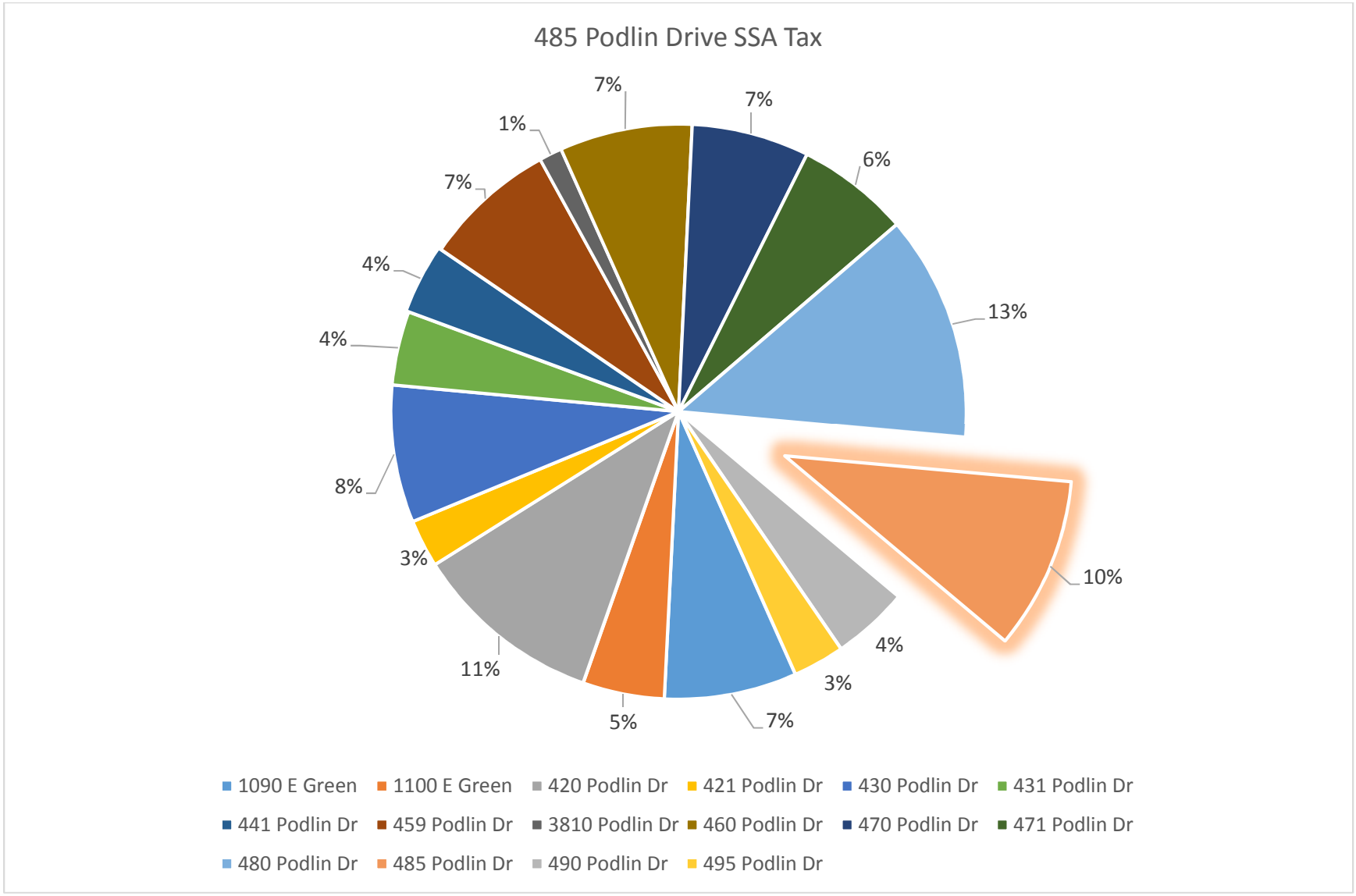

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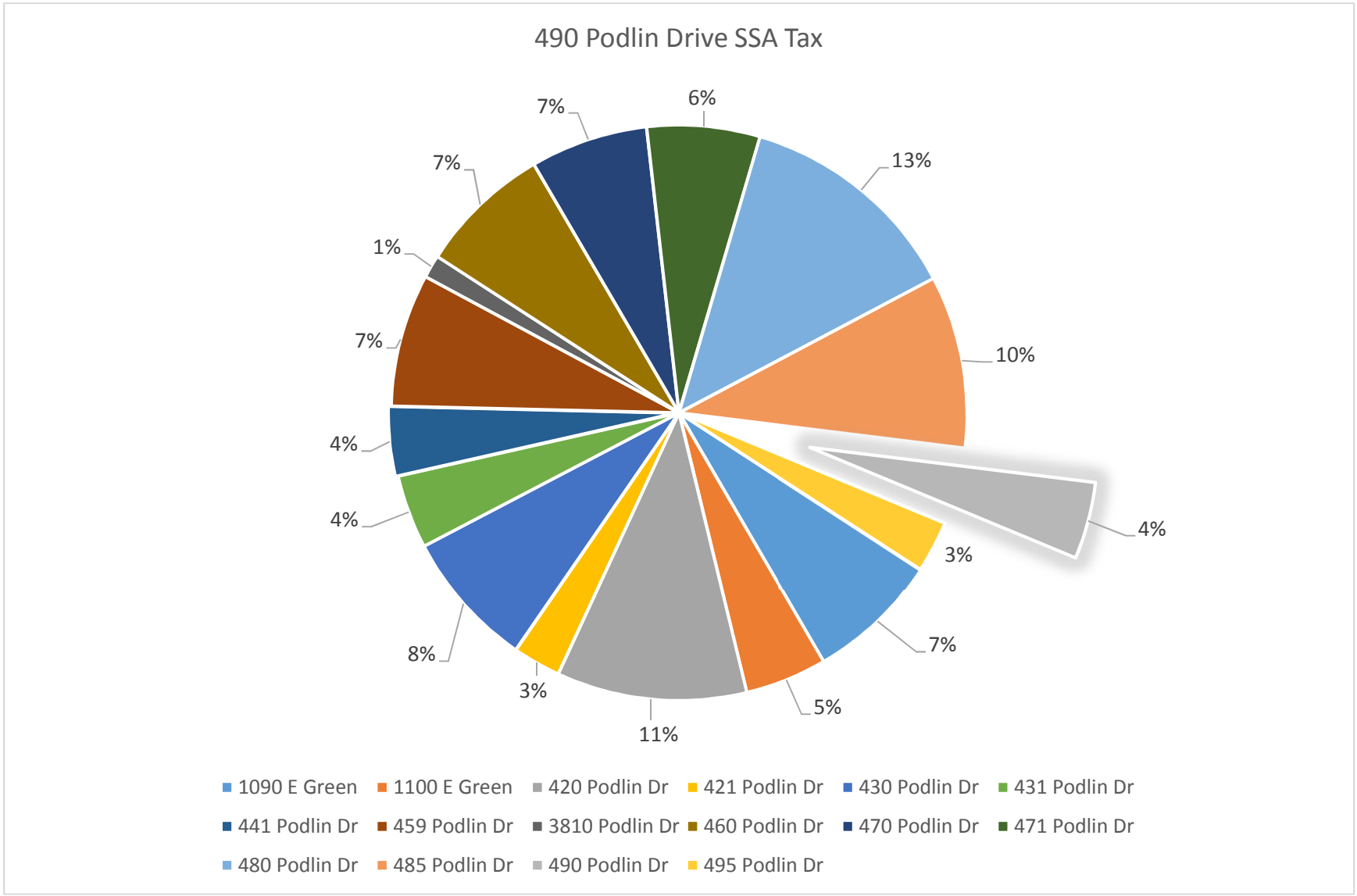

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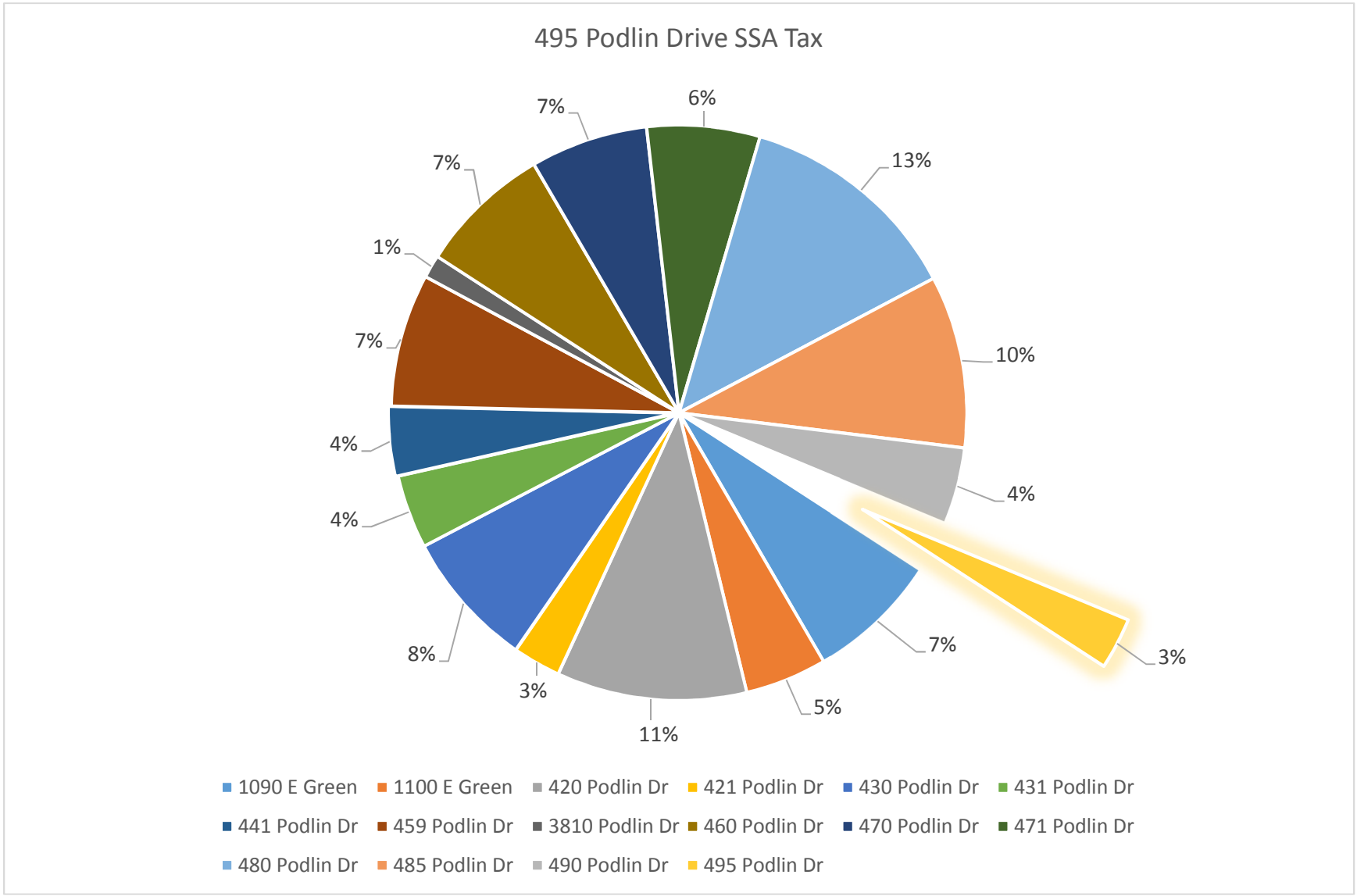

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TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	K. Pozsgay	CED	08.21.18

DESCRIPTION:
Consideration of an Ordinance Approving a Variance (shed, size) for Kamil Matyja, located at 751 S. Center Street

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

[ ]	*Financially Sound Village*	[X]	*Enrich the lives of Residents*
	Quality Customer Oriented Services		*Major Business/Corporate Center*
	Safe and Beautiful Village		*Vibrant Major Corridors*

COMMITTEE ACTION: Committee of the Whole — **DATE:** 08.21.18

BACKGROUND:
1. The Petitioner had a stop work order for building a new shed with attached deck without a permit.
2. He was replacing an old, tired shed.
3. The new shed is larger than allowed by Code.
4. The shed is 257 square feet and the attached deck with roof is 128 square feet. The maximum allowed shed size by code is 160 square feet.

KEY ISSUES:
1. The shed is located in an easement.
2. The shed is not built to code.
3. Two similar shed variances were approved in 2017.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
1. The staff respectfully recommends that the Variance be approved.
2. At the Public Hearing on August 7, 2018, the Community Development Commission voted unanimously (6-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:
n/a

ACTION REQUIRED:
Approval of an Ordinance granting a Variance (Shed, size) for Kamil Matyja, located at 751 S Center St.

ATTACHMENTS:

Description	Upload Date	Type
Aerial & Zoning Maps	8/1/2018	Backup Material
Legal Notice	8/1/2018	Backup Material
Application	8/1/2018	Backup Material
Staff Report	8/1/2018	Executive Summary
Plat of Survey	8/1/2018	Backup Material

Plans	8/1/2018	Backup Material
Draft CDC Minutes	8/9/2018	Backup Material
Draft Ordinance	8/9/2018	Ordinance

CDC#2018 – 17

751 S. Center St.
Kamil Matyja
Variance; Shed size

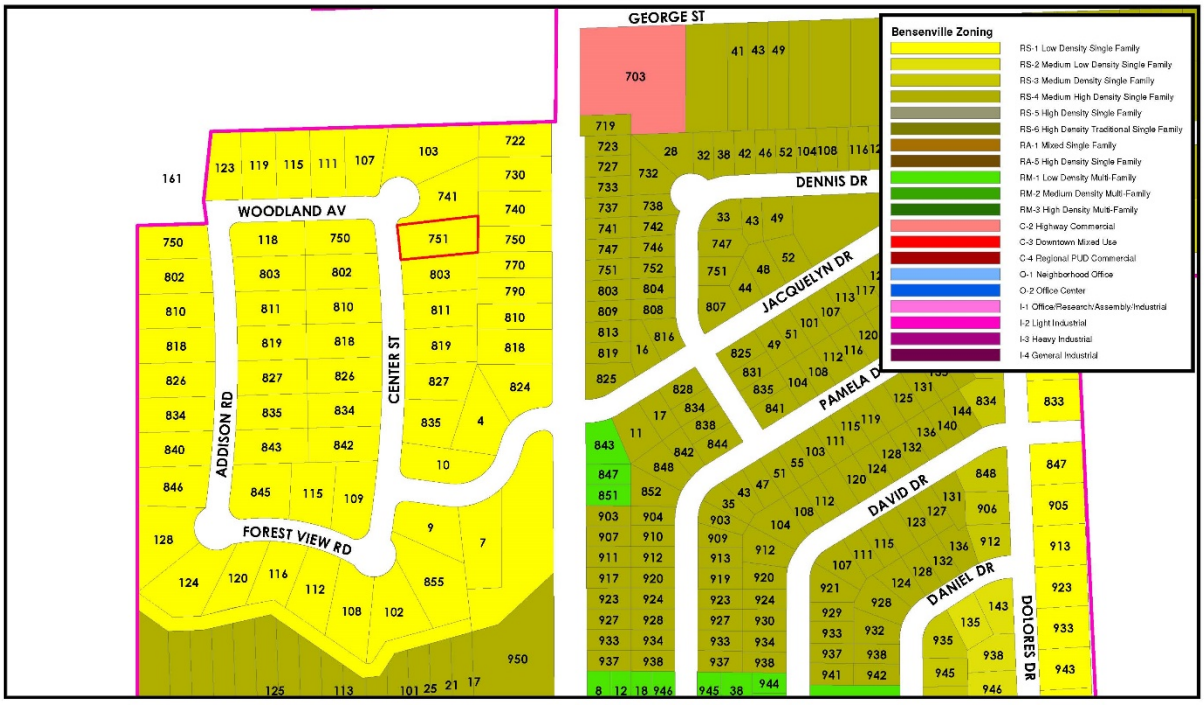
Village of Bensenville

751 S Center

Date: 7/11/2018

Village of Bensenville

Zoning Map



LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, August 7, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2018 – 17 to consider a request for:

Variance, Shed size,
Municipal Code Section 10 – 14 – 12B – 3.

751 South Center Street is in a RS – 1 Low Density Single Family district. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

LOT 16, IN CRESTBROOK, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT 766038, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 751 South Center Street, Bensenville, Illinois.

Kamil Matyja of 751 South Center Street, Bensenville, IL 60106 is the owner and applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through August 7, 2018 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
July 19, 2018

RECEIVED
JUL 11 2018
By

For Office Use Only
Date of Submission: _____ MUNIS Account #: 8370 CDC Case #: 2018-17

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 751 S. Center st Bensenville IL 60106

Property Index Number(s) (PIN): 03-23-403-008

A. PROPERTY OWNER:

Kamil Matyja
Name | Corporation (if applicable)

751 S Center St
Street

Bensenville | IL | 60106
City | State | Zip Code

Kamil Matyja | 773 979 6021 | Kamil-Matyja@WP.PL
Contact Person | Telephone Number & Email Address

If Owner is a Land Trust, list the names and addresses of the beneficiaries of the Trust.

Property Owner Signature: Kamil Matyja Date: 7-9-18

B. APPLICANT: ☑ Check box if same as owner

Name | Corporation (if applicable)

Street

City | State | Zip Code

Contact Person | Telephone Number & Email Address

Relationship of Applicant to subject property

Applicant Signature: _____ Date: _____

C. ACTION REQUESTED (Check applicable):
- ☐ Annexation
- ☑ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development**
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☑ Variance

*Item located within this application packet.
**See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):
- ☐ Affidavit of Ownership* (signed/notarized)
- ☐ Application*
- ☐ Approval Criteria
- ☐ Legal Description of Property
- ☐ Plat of Survey
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Review Fee (Application Fee + Escrow)
- ☐ Escrow agreement and deposit*
- ☐ Digital Submission of all application materials (CD)

Brief Description of Request(s): (Submit separate sheet if necessary)

Requesting a permit to update the shed. The old shed was falling apart and was a hazard.

D. PROJECT DATA:

1. General description of the site: Single family home on a half acre lot.
2. Acreage of the site: 0.538 Building Size (if applicable): 252 ft
3. Is this property within the Village limits? (Check applicable below)
   - ✓ Yes
   - _____ No, requesting annexation
   - _____ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

   _____
5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:			
North:			
South:			
East:			
West:			

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT
Name:
Telephone:
Email:

ENGINEER:
Name:
Telephone:
Email:

ATTORNEY
Name:
Telephone:
Email:

OTHER
Name:
Telephone:
Email:

F. APPROVAL CRITERIA:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE: August 7, 2018
CASE #: 2018 – 17
PROPERTY: 751 S Center St.
PROPERTY OWNER: Kamil Matyja
APPLICANT same
SITE SIZE: 23,522 SF
BUILDING SIZE: 2,400 SF
PIN NUMBERS: 03-23-403-008
ZONING: RS – 1 Low Density Single Family district
REQUEST: Variance, Shed size,
Municipal Code Section 10 – 14 – 12B – 3.

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday July 19, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday July 20, 2018.
3. On Friday July 20, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner had a stop work order for building a new shed with attached deck without a permit. He was replacing an old tired shed. The new shed is larger than allowed by code. The shed is 257 square feet and the attached deck with roof is 128 square feet. The maximum allowed shed size by code is 160 square feet.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	RS – 1	Residential	Single Family Residential	Village of Bensenville
North	RS – 1	Residential	Single Family Residential	Village of Bensenville
South	RS – 1	Residential	Single Family Residential	Village of Bensenville
West	RS – 1	Residential	Single Family Residential	Village of Bensenville
East	RS – 1	Residential	Single Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village
	Quality Customer Oriented Services
	Safe and Beautiful Village
X	Enrich the lives of Residents
	Major Business/Corporate Center
	Vibrant Major Corridors

Finance:
Account up to date.

Police:
No police issues.

Engineering and Public Works:
Public Works:
No comments.

Engineering:

1) It should be located outside of the PUE.
2) It should impede any exiting drainage.
3) It should not cause any drainage issues to neighboring sites.

Community & Economic Development**:**
Economic Development:
No comments.

Fire Safety:
No fire safety issues.

Building:

1) The shed is not only too large, it has been constructed in the easement.
2) It has to be moved out of the easement.
3) It also appears that the materials used for the shed floor framing, sheathing for the shed floor and the deck floor framing is not of decay resistant material (i.e. treated material) as required by code.
4) The non-permitted shed will have to be disassembled to correct all issues.
5) Permit application was received 6/26, after the stop work order.
6) Plan review comments sent 7/3. Complete plans have not yet been provided as requested in review comments.

Planning:

1) The 2015 Comprehensive Plan indicates “Single Family Residential” for this property.
2) There was a prior shed on the property.
3) The shed is 257 square feet. The maximum allowed shed size by code is 160 square feet.
4) The attached deck with roof is 128 square feet.

5) Without full building plans, the mean height of the roof is hard to discern. The peak height is 14.4 feet. Maximum allowed mean height is 12 feet. We do not have a variation request for height.
6) There is concern that applicant doesn't meet the hardship approval criteria.
7) Village approved two shed size variances in 2017:
    a. 333 Diana Court. Approved a 364 square foot shed in a RS – 2 Medium Low Density Single Family District. Max size allowed is 120 square feet.
    b. 1009 S Church Rd. Approved a 240 square foot shed in a RS – 4 Medium High Density Single Family district. Max allowed is 160 square feet.

APPROVAL CRITERIA FOR VARIANCES:
The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

   Response: Plans to build a new shed started when my old shed completely gave out. I applied for a variance because it is approximately 100 sq. ft. bigger as determined by the village. I'm hoping to get the permits approved so that I can beautify my little piece of Bensenville.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

   Response: If I would have to reconfigure the size of my shed, it will be at great cost to my family and me. Also I would like to get it done as soon as possible because all my yard and gardening tools are covered by a tarp on my yard.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The main reason I'm applying for the variance is because the shed exceeds approximately 100 sq. ft. more then allowed by village ordinance.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Response: There has not been any action taken, on our part, to proceed with construction. We now know that a Variance is needed in order to proceed with obtaining the permit, for construction to resume.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Alot of the sheds in my neighborhood that are newer have been built to exceed the village ordinance and I would like to enjoy the same right to improve and enhance my property while living in Bensenville.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

   Response: Without the variance, I will not be able to enjoy the additional space I need to make my yardwork, gardening and honestly my life a little bit easier. In other words I would have to make costly and time consuming changes to the shed.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The shed, will not in any way impair the environmental quality or welfare of the vicinity in which I live in and it will have little to no effect on the property value because an old shed was on the property when I bought it.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

   Response: If this Variance is granted, it will, in no way, interfere with the General Development Plan adopted by the Village of Bensenville.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

   Response: If the Variance is approved, we will be able to proceed with our plans to obtain a permit and resume construction without incurring additional costs.

	Meets Criteria	
Variances Approval Criteria	*Yes*	*No*
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

RECOMMENDATIONS:
Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variance for Kamil Matyja with the following conditions:

1. Complete building plans shall be provided.
2. Shed must meet all current building code standards.
3. Shed must be moved outside of the easement.
4. Shed must not impede any exiting drainage or cause any drainage issues to neighboring sites.

Respectfully Submitted,
Department of Community
& Economic Development

ARS
Surveying Service LLC
REAL ESTATE SURVEYORS
1229 LAKEVIEW COURT
ROMEOVILLE, ILLINOIS 60446
PH:(630) 226-9200 FAX: (630) 226-9234
EMAIL: SURVEY@ARSSURVEY.COM

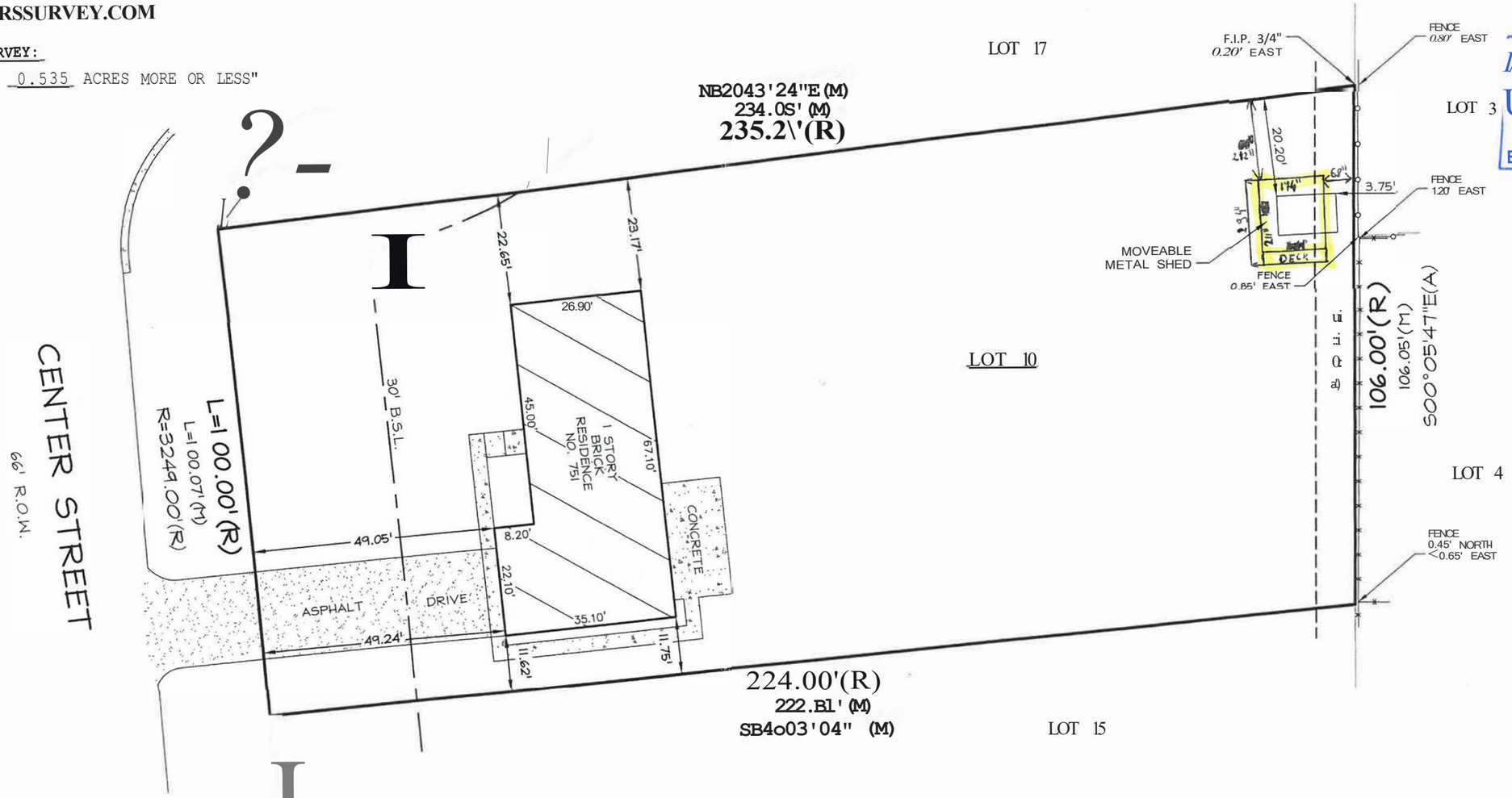
PLAT OF SURVEY

BASIS OF BEARING:
REAR LINE OF LOTS 1-7 & 13-18 AS MONUMENTED AND OCCUPIED PER RECORDED SUBDIVISION PLAT S 00°05'47"E(A).

N
W E
S
SCALE:1"=25'

LOT 16, IN CRESTBROOK, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT 766038, IN DUPAGE COUNTY, ILLINOIS.

AREA OF SURVEY:
CONTAINING 23,435 SQ. FT. 0.535 ACRES MORE OR LESS"



I/DJE@1EU\YJfnl
U11 JUN 26 2018
By

STATE OF ILLINOIS
}SS
COUNTY OF WILL

I, THE UNDERSIGNED, AN ILLINO!S PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT "THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY," ANO THAT THE PLAT HEREON DRAWN 1S A CORRECT REPRESENTATION OF SAID SURVEY.

DATED, THIS 28TH DAY OF APRIL, A.O.' 2016, AT ROMEOVILLE' ILLINOIS.

Ct :-x.... ——— .-'-

CLIENT KRAAK

ILLINOIS PROFESSIONAL LANO SURVEYOR NO. 035- 3482

JOB NO. 2:34 398-16-'-----

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-2961

FIELDWORK DATE. 04-25-16

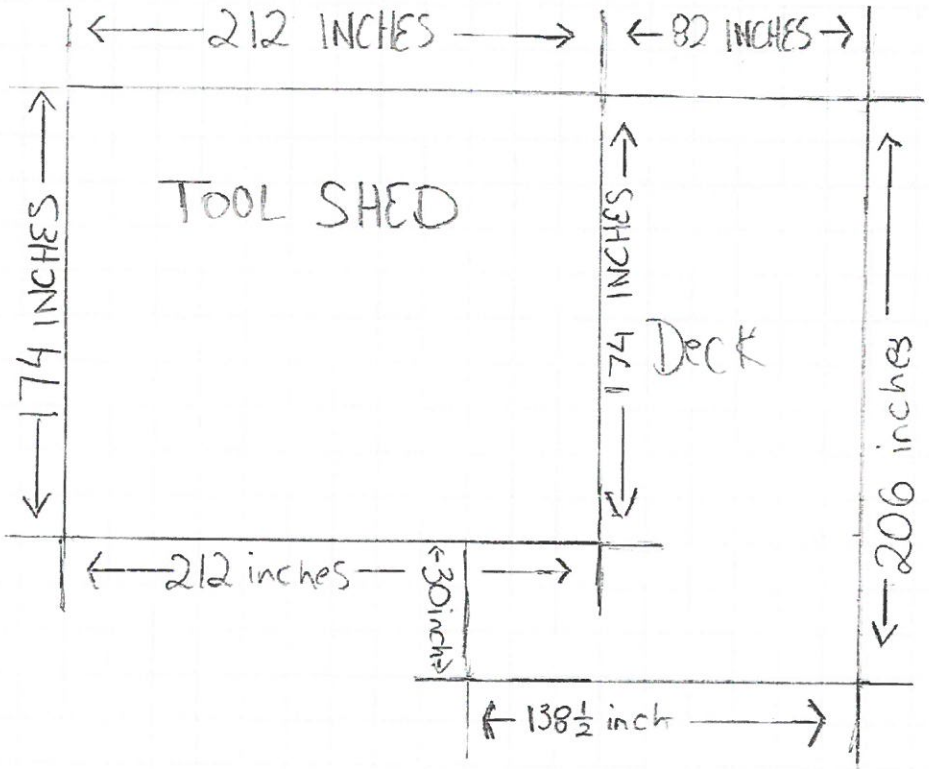
LEGEND

(R) = RECORD	(NW) = NORTHWESTERLY	---11--1f---1E----1Of---1E--	= CHAIN LINK FENCE
(M) = MEASURED	(NE) = NORTHEASTERLY	⌐8(⌐8(⌐8(⌐8(⌐8(⌐	= WIRE FENCE
(D) = DEED	(SW) = SOUTHWESTERLY		= SPLIT RAIL FENCE
(C) = CALCULATED	(SE) = SOUTHEASTERLY	--<>-----o----<	= WOOD FENCE
(L) = ARC LENGTH	(RAD) = RADIUS	-0---0--0--0---	= METAL FENCE
(CH) = CHORD	(A) = ASSUMED	P.U. & D.E.	= PUBLIC UTILITY & DRAINAGE EASEMENT
(R.O.W.) = RIGHT OF WAY	(F.I.P.) = FOUND IRON PIPE		
	(F.I.R.) = FOUND IRON ROD	B.S.L.	= BUILDING SETBACK LINE

LIN Do
PROFESSIONAL
LAND SURVEYOR
NO. 35-3482
ROMEOVILLE,
ILLINOIS
OF IL

LICENSE EXPIRES ON NOVEMBER 30, 2016

751 S. CENTER ST



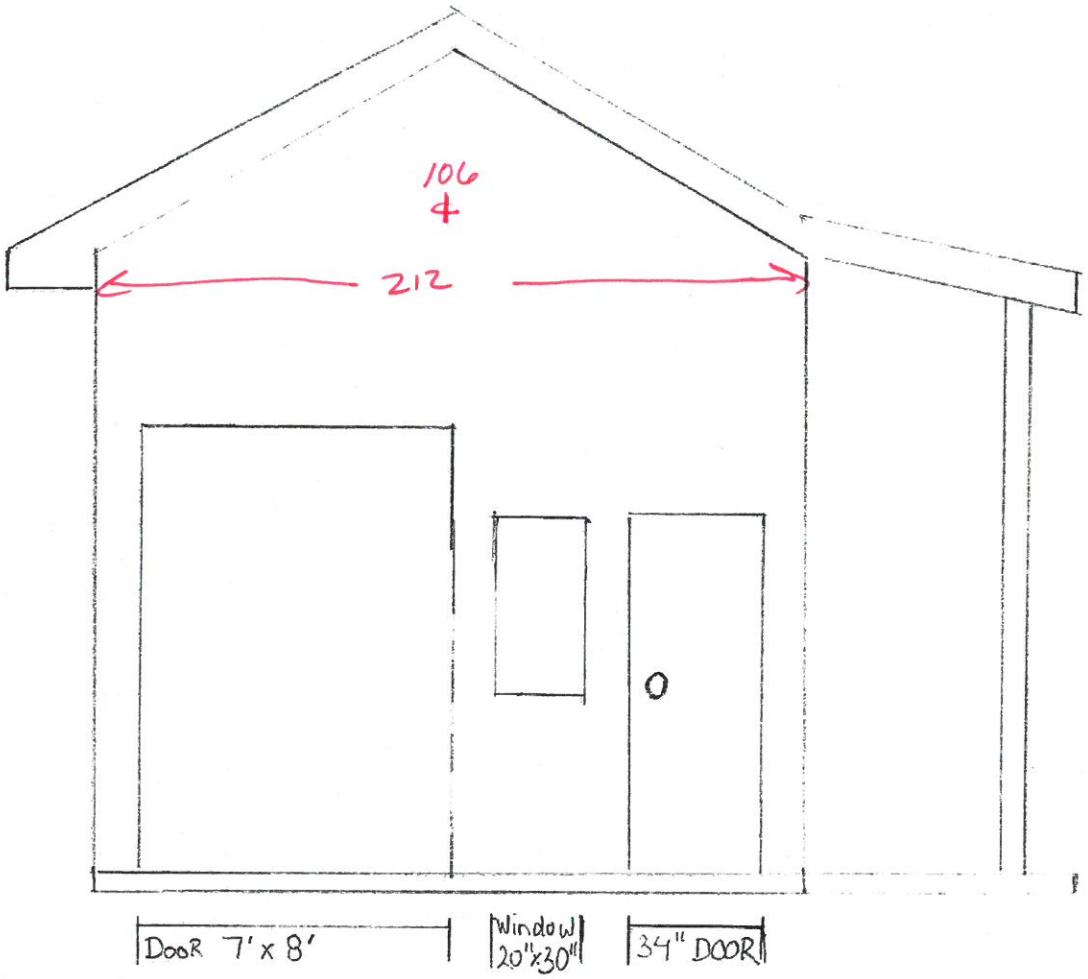
Birds Eye View

HOME OWNER: KAMIL MATYJA
PHONE Number: 773 977 6021

RECEIVED
JUN 26 2018
By

14.4

12' Height of Shed



751 S. CENTER ST BENSENVILLE
HOME OWNER: KAMIL MATYJA
PHONE NUMBER: 7739776021

RECEIVED
JUN 26 2018
By

Village of Bensenville
Board Room
12 South Center Street
DuPage and Cook Counties
Bensenville, IL, 60106

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

August 7, 2018

CALL TO ORDER: The meeting was called to order by Chairman Rowe at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

STAFF PRESENT: K. Pozsgay, C. Williamsen,

JOURNAL OF PROCEEDINGS: The minutes of the Special Community Development Commission Meeting of June 23, 2018 were presented.

Motion: Commissioner King made a motion to approve the minutes as presented. Commissioner Marcotte seconded the motion.

All were in favor. Motion carried.

PUBLIC COMMENT: There was no Public Comment

Continued Public Hearing: CDC Case Number 2018-08
Petitioner: Thornton's, Inc.
Location: 601 N. IL Route 83
Request: A Conditional Use Permit Amendment to Ordinance Ord. No. 53A-2012 to allow for the construction of two additional truck fueling stations, and Variance, stacking; Municipal Code Section 10 – 11 – 11.

Motion: Commissioner Wasowicz made a motion to re-open CDC Case No. 2018-08. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

DRAFT

Chairman Rowe re-opened the Public Hearing at 6:32 p.m.

Chairman Rowe swore in Village Planner, Kurtis Pozsgay.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on May 17, 2018. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on May 18, 2018. Mr. Pozsgay stated on May 18, 2018 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours. Mr. Pozsgay stated the Petitioner is seeking to amend a previously approved Conditional Use Permit to allow a Gasoline and Diesel Fuel Service Station. Mr. Pozsgay stated the Petitioner wants to add two (2) additional Diesel Fuel service lanes. Mr. Pozsgay stated they also propose to make enhancements to the truck exit by further attempting to restrict left turns onto Foster Avenue, which have been a problem even with the current configuration constructed to limit the movement.

Todd Smutz of Thornton's, Inc. and Eric Tracy of Kimley-Horn & Associates, Inc. were both present and sworn in by Chairman Rowe. Mr. Smutz stated they have worked with the neighborhood and Staff to revise their original plan of wanting to expand to the south to expand to the north. Mr. Smutz stated nothing facing Marshall Road will change on the property, the fence will remain in place.

Chairman Rowe asked what could be done to prevent trucks from making a left turn onto Foster Avenue. Mr. Tracy stated he was working with Staff to find a solution. Mr. Tracy stated higher curbs on site can prevent the issue.

Commissioner Wasowicz raised concern with Mr. Tracy's comments regarding higher curbs indicating truck driver in the Chicagoland area jump curbs all the time.

DRAFT

Public Comment:

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case.

Diane Burda – 581 Marshall Road
Ms. Burda was present and sworn in by Chairman Rowe. Ms. Burda addressed the Commission with her concern regarding trucks exiting the property through the entrance and making a left turn onto Foster Avenue. Ms. Burda asked the Commission to address the issue with Thornton's.

Carlos Pinzon – Fas Fuel – 1188 Foster Avenue
Mr. Pinzon was present and sworn in my Chairman Rowe. Mr. Pinzon stated in 2016 Fas Fuel was denied permission to expand their operation to add diesel fueling on site because according to the Village there was no a demand in the area. Mr. Pinzon stated there is clearly a need for diesel fuel in the area since the proposal is for an expansion on diesel tanks. Mr. Pinzon stated Fas Fuel was against any medians being installed on Foster Avenue, as it would affect their operations as well.

Mr. Pozsgay reviewed the approval criteria for the proposed conditional use permit amendment request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

   Applicant's Response: The project is proposing to restrict exiting left turns from the store to increase safety on Foster Avenue.

2. **Environmental Nuisance**: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

   Applicant's Response: There will not be any adverse environmental effects.

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

DRAFT

Applicant's Response: The character of the neighborhood will not be altered.

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

   Applicant's Response: The expansion will not affect the use of public services and facilities.

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

   Applicant's Response: The expansion of two diesel fuel canopies will allow Thorntons to better serve the existing corridor.

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

   Applicant's Response: No response.

Mr. Pozsgay reviewed the approval criteria for the proposed variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

   Response: Space does not exist on the site to provide additional stacking for the proposed fuel positions. The proposed fuel positions will allow Thorntons to serve customers more efficiently and allow for more customers to be served in less time which will help to alleviate stacking.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

DRAFT

Response: Adhering to the stacking requirements would result in a hardship for Thorntons. Thorntons would not be able to provide the additional dispensers at the store.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The stacking area between the entrance to the fuel dispenser area and the fuel canopy does not have adequate space to allow for the additional stacking requirements.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

   Response: The special circumstances have not been created by the applicant and are existing site conditions.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Given the unique site constraints, granting of the variance does not provide special privilege to the development.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

DRAFT

Response: The granting of the variance is necessary for Thorntons to be able to provide additional fueling lanes to serve customers more efficiently.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The granting of the Variance will not alter the essential character of the area.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

   Response: The granting of the Variance will be consistent with the existing conditional use. The variance will provide Thorntons the ability to serve their customers more effectively.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

   Response: The variance requested is the minimum variation needed. Thorntons would not be able to provide the additional dispensers at the store.

Mr. Pozsgay stated Staff recommends the approval of the above Findings of Fact and therefore the approval of the Conditional Use Permit Amendment and Variance with the following condition:

1. The property be developed in substantial compliance with the plans submitted Kimley-Horn, Inc. dated 03.01.18 and revised 06.21.18;
2. New fueling lanes to be developed on north side of property as proposed in revised plans, away from homes to the south;
3. Applicant works with homes to the south to address light from signage;
4. Applicant fixes fence along Foster Avenue;
5. Applicant works with engineering on final changes to site plan regarding truck movements onto Foster Avenue.

DRAFT

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-08. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:53 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-08 as presented by Staff and to approve the Amendment to Conditional Use Permit and Variance. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2018-12
Petitioner: Lincolnwood Gas & Food, Inc.
Location: 1301 West Irving Park Road
Request: Conditional Use Permit (Service Station)

Motion: Commissioner Marcotte made a motion to open CDC Case No. 2018-12. Commissioner Wasowicz seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:54 p.m.

Motion: Commissioner Marcotte made a motion to continue CDC Case No. 2018-12 until September 4, 2018. Commissioner King seconded the motion.

DRAFT

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2018-17
Petitioner: Kamil Matyja
Location: 751 South Center Street
Request: Variance, Shed Size, Municipal Code Section 10-14-12B-3

Motion: Commissioner Marcotte made a motion to open CDC Case No. 2018-17. Commissioner Wasowicz seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:55 p.m.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on July 19, 2018. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on July 20, 2018. Mr. Pozsgay stated on July 20, 2018 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250’ of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours. Mr. Pozsgay stated the Petitioner had a stop work order for building a new shed with attached deck without a permit. Mr. Pozsgay stated he was replacing an old tired shed. Mr. Pozsgay stated the new shed is larger than allowed by code. Mr. Pozsgay stated the shed is 257 square feet and the attached deck with roof is 128 square feet. The maximum allowed shed size by code is 160 square feet.

DRAFT

Mr. Kamil Matyja, property owner was present and sworn in by Chairman Rowe. Mr. Matyja reviewed the proposed plans with the Commission.

Commissioner King asked if there was electricity ran to the shed. Mr. Matyja stated no electricity would be ran to the shed.

Commissioner Wasowicz asked what the flooring of the shed would be. Mr. Matyja stated the floor will be made of plywood and 2x4's.

Commissioner Czarnecki asked if a car would be parked in the shed. Mr. Matyja stated no, just a lawn mower and other yard tools.

Public Comment:

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case. There were none.

Mr. Pozsgay reviewed the approval criteria for the proposed variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

   Response: Plans to build a new shed started when my old shed completely gave out. I applied for a variance because it is approximately 100 sq. ft. bigger as determined by the village. I'm hoping to get the permits approved so that I can beautify my little piece of Bensenville.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

DRAFT

Response: If I would have to reconfigure the size of my shed, it will be at great cost to my family and me. Also I would like to get it done as soon as possible because all my yard and gardening tools are covered by a tarp on my yard.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The main reason I'm applying for the variance is because the shed exceeds approximately 100 sq. ft. more then allowed by village ordinance.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

   Response: There has not been any action taken, on our part, to proceed with construction. We now know that a Variance is needed in order to proceed with obtaining the permit, for construction to resume.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Alot of the sheds in my neighborhood that are newer have been built to exceed the village ordinance and I would like to enjoy the same right to improve and enhance my property while living in Bensenville.

DRAFT

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

   Response: Without the variance, I will not be able to enjoy the additional space I need to make my yardwork, gardening and honestly my life a little bit easier. In other words I would have to make costly and time consuming changes to the shed.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The shed, will not in any way impair the environmental quality or welfare of the vicinity in which I live in and it will have little to no effect on the property value because an old shed was on the property when I bought it.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

   Response: If this Variance is granted, it will, in no way, interfere with the General Development Plan adopted by the Village of Bensenville.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

   Response: If the Variance is approved, we will be able to proceed with our plans to obtain a permit and resume construction without incurring additional costs.

DRAFT

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. Complete building plans shall be provided.
2. Shed must meet all current building code standards.
3. Shed must be moved outside of the easement.
4. Shed must not impede any exiting drainage or cause any drainage issues to neighboring sites.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-17. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:03 p.m.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact for CDC Case No. 2018-17 as presented by Staff and to approve the Variance. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Report from Community Development: Mr. Pozsgay reviewed both recent CDC cases along with upcoming cases.

DRAFT

ADJOURNMENT: There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:13 p.m.

DRAFT

Ronald Rowe, Chairman
Community Development Commission

ORDINANCE # _____

AN ORDINANCE APPROVING A VARIANCE TO ALLOW AN INCREASE IN SHED SIZE FOR THE PROPERTY LOCATED AT 751 SOUTH CENTER STREET, BENSENVILLE, ILLINOIS

WHEREAS, Kamil Matyja ("Owner") and ("Applicant"), filed an application for Variance, Shed size, Municipal Code Section 10 – 14 – 12B – 3 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 751 South Center Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variance sought by the Applicant was published in the Bensenville Independent on July 19, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on August 7, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant, recommending approval of the variance and, thereafter, voted unanimously (6-0) to recommend approval of the variance, and forwarded its recommendations, including the Staff Report and findings relative to the variance to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on June 19, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance as recommended by the Community

Development Commission to allow an increase in shed size is consistent with the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as RS – 1 Low Density Single Family District, which zoning classification shall remain in effect subject to the variance approved herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought, as adopted by the Community Development Commission as shown in Exhibit "B" is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the approval of said variance are proper and necessary.

SECTION FOUR: That the variance sought by the Applicant to allow an increase in shed size on the Subject Property is hereby approved subject to the following condition:

1. Complete building plans shall be provided.
2. Shed must meet all current building code standards.
3. Shed must be moved outside of the easement.
4. Shed must not impede any exiting drainage or cause any drainage issues to neighboring sites.

SECTION SIX: That all other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____ day of _____ 2018.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # _____ - 2018
Exhibit "A"
Legal Description

The Legal Description is as follows:

LOT 16, IN CRESTBROOK, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT 766038, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 751 South Center Street, Bensenville, Illinois.

Ordinance # ___- 2018
Exhibit "B"
Findings of Fact

Mr. Pozsgay reviewed the approval criteria for the proposed request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

   Response: Plans to build a new shed started when my old shed completely gave out. I applied for a variance because it is approximately 100 sq. ft. bigger as determined by the village. I'm hoping to get the permits approved so that I can beautify my little piece of Bensenville.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

   Response: If I would have to reconfigure the size of my shed, it will be at great cost to my family and me. Also I would like to get it done as soon as possible because all my yard and gardening tools are covered by a tarp on my yard.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The main reason I'm applying for the variance is because the shed exceeds approximately 100 sq. ft. more then allowed by village ordinance.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

   Response: There has not been any action taken, on our part, to proceed with construction. We now know that a Variance is needed in order to proceed with obtaining the permit, for construction to resume.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Alot of the sheds in my neighborhood that are newer have been built to exceed the village ordinance and I would like to enjoy the same right to improve and enhance my property while living in Bensenville.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

   Response: Without the variance, I will not be able to enjoy the additional space I need to make my yardwork, gardening and honestly my life a little bit easier. In other words I would have to make costly and time consuming changes to the shed.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The shed, will not in any way impair the environmental quality or welfare of the vicinity in which I live in and it will have little to no effect on the property value because an old shed was on the property when I bought it.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

   Response: If this Variance is granted, it will, in no way, interfere with the General Development Plan adopted by the Village of Bensenville.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

   Response: If the Variance is approved, we will be able to proceed with our plans to obtain a permit and resume construction without incurring additional costs.

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. Complete building plans shall be provided.
2. Shed must meet all current building code standards.
3. Shed must be moved outside of the easement.
4. Shed must not impede any exiting drainage or cause any drainage issues to neighboring sites.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-17. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:03 p.m.

Motion:	Commissioner Wasowicz made a combined motion to approve the Findings of Fact for CDC Case No. 2018-17 as presented by Staff and to approve the Variance. Commissioner Marcotte seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
	Nays: None
	All were in favor. Motion carried.

_____

Ronald Rowe, Chairman
Community Development Commission

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	K. Pozsgay	CED	08.21.18

DESCRIPTION:
Consideration of an Ordinance Approving an Amendment to Conditional Use Permit for Thorntons, Inc., located at 601 N IL Route 83

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

[ ]	*Financially Sound Village*	[ ]	*Enrich the lives of Residents*
	Quality Customer Oriented Services	X	*Major Business/Corporate Center*
	Safe and Beautiful Village	X	*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
Committee of the Whole	08.21.18

BACKGROUND:

1. The Petitioner is seeking an Amendment to Conditional Use Permit, to add an additional two truck fueling stations.
1. They also propose to make enhancements to the truck exit by further attempting to restrict left turns onto Foster Avenue, which have been a problem even with the current configuration constructed to limit the movement.
2. A neighborhood meeting was held on May 16. Meeting notes are included with this report. In summary:
   a. Neighbors are firmly against the proposal as is.
   b. If the applicant is to expand, they should explore moving north, away from the homes, and not south, closer to the homes.
3. The Petitioner revised their plans based on the community meeting, eliminating the stacking variance request, adding the new fueling stations to the north of the existing stations, and eliminating two parking spaces.

KEY ISSUES:

1. Thorntons changed their plans based on community feedback.
2. Thorntons dropped a truck stacking variance request based on revised plans.
3. Applicant fixed a fence that was in disrepair after hearing from neighbors.
4. Applicant also agreed to consider changes to signage lighting based on neighbor feedback.
5. Additional fuel stations should help move truck traffic through the site.
6. Concerns remain about truck exiting. Thorntons has agreed to work with staff on solutions.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Conditional Use Permit Amendment for Thorntons with the following conditions:

1. The property be developed in substantial compliance with the plans submitted Kimley-Horn, Inc. dated 03.01.18 and revised 06.21.18;
2. New fueling lanes to be developed on north side of property as proposed in revised plans, away from homes to the south;
3. Applicant works with homes to the south to address light from signage;
4. Applicant fixes fence along Foster Avenue;
5. Applicant works with engineering on final changes to site plan regarding truck movements onto Foster Avenue.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance granting an Amendment to Conditional Use Permit for Thorntons, Inc., located at 601 N IL Route 83.

ATTACHMENTS:

Description	Upload Date	Type
Aerial & Zoning Maps	5/31/2018	Backup Material
Legal Notice	5/31/2018	Backup Material
Application	5/31/2018	Backup Material
Staff Report	8/1/2018	Executive Summary
Survey	5/31/2018	Backup Material
As Builts	5/31/2018	Backup Material
Civil Plans	5/31/2018	Backup Material
Topo Survey	5/31/2018	Backup Material
Photometrics	5/31/2018	Backup Material
Traffic Study	5/31/2018	Backup Material
Revised Plans	6/28/2018	Backup Material
Stacking Exhibit	6/28/2018	Backup Material
Draft CDC Minutes	8/9/2018	Backup Material
Draft Ordinance	8/9/2018	Ordinance

CDC#2018 – 08

601 N IL Route 83
Thorntons
Amendment to CUP, Ord. No. 53A-2012
and **Variance,** Stacking

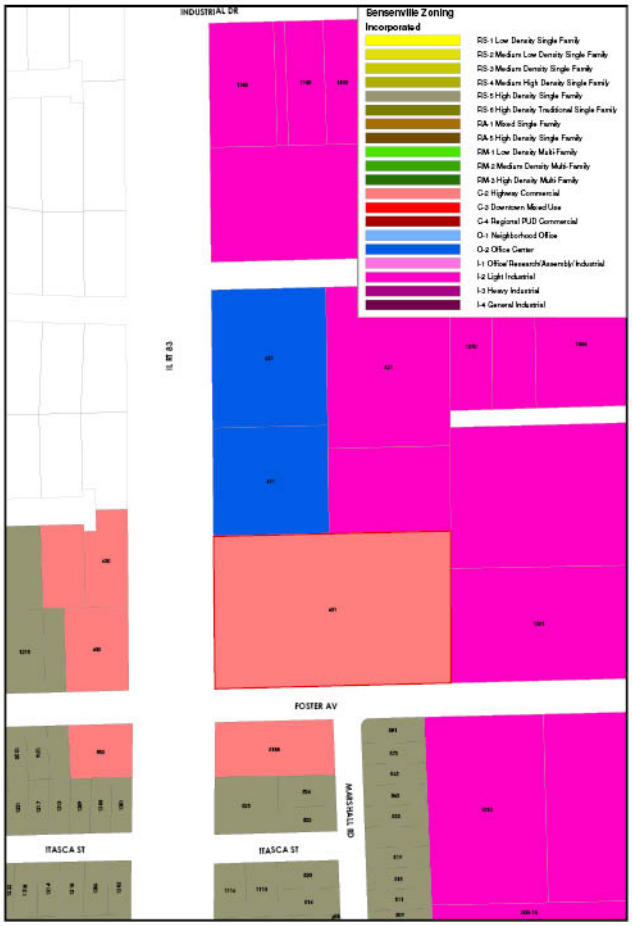
Village of Bensenville

601 N Rt 83

Date: 3/14/2018

Village of Bensenville

Zoning Map



LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, June 5, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2018 – 08 to consider a request for:

Amendment to Conditional Use Permit,
Ordinance No. 53A – 2012 and;

Variance, Truck fueling station stacking
Municipal Code Section 10 – 11 – 11E.

601 N IL Route 83 is in a C – 2 Highway Commercial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

THE SOUTH 396 FEET, AS MEASURED ON THE WEST LINE OF THE WEST 660 FEET, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN OR DEDICATED FOR ROADWAY PURPOSES) IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 601 N IL Route 83, Bensenville, IL 60106.

Thorntons, Inc. of 2600 James Thornton way, Louisville, KY 40245 is the owner and Kimley-Horn and Associates, Inc. of 1001 Warrenville Road, IL 60532 the applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through June 5, 2018 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
May 17, 2018

For Office Use Only		
Date of Submission:	MUNIS Account #:	CDC Case #:

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 601 IL-83, Bensenville, IL 60106

Property Index Number(s) (PIN): 03-11-104-015-0000

A. PROPERTY OWNER:

Thorntons, Inc.	Thorntons, Inc.	
Name	Corporation (if applicable)	
2600 James Thornton Way		
Street		
Louisville	Kentucky	40245
City	State	Zip Code
Todd Smutz	502-572-1294	todd.smutz@thorntonsinc.com
Contact Person	Telephone Number & Email Address	

If Owner is a Land Trust, list the names and addresses of the beneficiaries of the Trust.

Property Owner Signature: _____ Date: 3/27/18

B. APPLICANT: ☐ Check box if same as owner

Eric Tracy, P.E.	Kimley-Horn and Associates, Inc.	
Name	Corporation (if applicable)	
1001 Warrenville Road		
Street		
Lisle	Illinois	60532
City	State	Zip Code
Eric Tracy	630-487-5560	Eric.Tracy@kimley-horn.com
Contact Person	Telephone Number & Email Address	
Civil Engineering Consultant		
Relationship of Applicant to subject property		

Applicant Signature: _____ Date: 03/29/2018

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
- ☒ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development**
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☒ Variance

*Item located within this application packet.
**See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):

- ☒ Affidavit of Ownership* (signed/notarized)
- ☒ Application*
- ☒ Approval Criteria
- ☒ Legal Description of Property
- ☒ Plat of Survey
- ☒ Site Plan
- ☐ Building Plans & Elevations
- ☒ Engineering Plans
- ☐ Landscape Plan
- ☒ Review Fee (Application Fee + Escrow)
- ☒ Escrow agreement and deposit*
- ☒ Digital Submission of all application materials (CD)

Brief Description of Request(s): (Submit separate sheet if necessary)

We are requesting a Site Plan Review of modifications to two driveway entrance to truck fueling area on the eastern side of the site.

D. PROJECT DATA:

1. General description of the site: The site currently is a Thorntons Fueling Station

2. Acreage of the site: 5.40 Building Size (if applicable): _____

3. Is this property within the Village limits? (Check applicable below)
   X Yes
   _____No, requesting annexation
   _____No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)
   Ordinance No. 53A-2012

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	C-2	Highway Commercial	Village of Bensenville
North:	O-2 & I-2	Office Center & Light Industrial	Village of Bensenville
South:	RS-5	High Density Traditional Single Family	Village of Bensenville
East:	I-2	Light Industrial	Village of Bensenville
West:	C-2	Highway Commercial	Village of Bensenville

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT
Name:
Telephone:
Email:

ENGINEER:
Name: Eric Tracy, P.E.
Telephone: 630-487-5560
Email: eric.tracy@kimley-horn.com

ATTORNEY
Name:
Telephone:
Email:

OTHER
Name:
Telephone:
Email:

F. APPROVAL CRITERIA:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE: August 7, 2018
CASE #: 2018 – 08
PROPERTY: 601 N IL Route 83
PROPERTY OWNER: San Giovanni, LLC
APPLICANT Thorntons, Inc.
SITE SIZE: 205,805 SF / 4.7 acres
BUILDING SIZE: 5,000 SF
PIN NUMBERS: 03-11-104-015
ZONING: C – 2 Highway Commercial District
REQUEST: A Conditional Use Permit Amendment to Ordinance Ord. No. 53A-2012 to allow for the construction of two additional truck fueling stations.

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday May 17, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday May 18, 2018.
3. On Friday May 18, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is seeking to amend a previously approved Conditional Use Permit to allow a Gasoline and Diesel Fuel Service Station. The Petitioner wants to add two (2) additional Diesel Fuel service lanes. They also propose to make enhancements to the truck exit by further attempting to restrict left turns onto Foster Avenue, which have been a problem even with the current configuration constructed to limit the movement.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 2	Fueling Station	Regional Commercial	Village of Bensenville
North	O – 2	Office	Commercial/Industrial Flex	Village of Bensenville
South	C – 2	Fueling Station	Regional Commercial	Village of Bensenville
West	C – 2	Fueling Station	Regional Commercial	Village of Bensenville
East	I – 2	Industrial	Industrial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village
	Quality Customer Oriented Services
	Safe and Beautiful Village
	Enrich the lives of Residents
X	Major Business/Corporate Center
	Vibrant Major Corridors

Finance:
No past due balances.

Police:

1) The additional pumps may attract more trucks. Without knowing, the police department has no opinion on whether the proposal will reduce or increase the traffic problems associated with the location.
2) The proposed structural change to the Foster exit to reduce the number of left turn violators onto Foster Avenue is supported.

Engineering and Public Works:

1) The adjustment to the exit lane curb is very subtle. Concern that it will do anything to discourage left turns out onto Foster. It might need a sharper point at the east side to reinforce that it's a right-only.
2) Do not support the use of any type of bollard or delineator on Foster Avenue.

Community & Economic Development**:**
Economic Development:

1) Generally supportive of the amendment to the Conditional Use Permit.
2) The additional truck fueling stations will allow increased vehicle circulation through the property, increasing the number of transactions and resulting in additional sales tax revenue for the Village.

Fire Safety:
No issues.

Building:
No comments.

Planning:

1) The 2015 Comprehensive Plan indicates "Local Commercial" for this property.
2) In the 2013 CEDS this property falls in the "Northern Business District".
3) The amendment to the CUP is based on the addition of two fueling stations and a modified site plan.
4) No modifications are proposed for the existing building, just the truck canopy.

5) Conditions from previous approvals that were not met include:

a. 19. A cross access agreement be established with the property to the north (for a non-competing use).
    i. Note: Thorntons had discussed a cross access agreement with their landlord but the costs were unfeasible.
b. 20. The Applicant shall work with the Village on the installation of a sign denoting the Bensenville Northern Business District on the property.

6) Staff had concerns about the truck stacking variance request in the previous proposal. Applicant amended the proposal based on the neighborhood meeting and staff comments. New proposal elements some parking to accommodate new fueling stations to the north.
7) Staff has concerns that trucks may park in "non parking" spaces anyway, causing truck movement issues on site.
8) While the staff understands the argument that the two new fueling stations will help the applicant serve more customers during peak hours, there is a real concern of induced demand. The concern is that more trucks will be served, causing even more backups onto Foster Ave.
9) A neighborhood meeting was held on May 16. Meeting notes are included with this report. In summary:
    a. Neighbors are firmly against the proposal first proposed.
    b. If the applicant is to expand, they should explore moving north, away from the homes, and not south, closer to the homes.

    *NOTE: Thorntons revised their plans, addressing concerns about more truck fueling stations closer to the residents.

APPROVAL CRITERIA FOR CONDITIONAL USES:
The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. The Applicant has provided the following Findings of Fact:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

   Applicant's Response: The project is proposing to restrict exiting left turns from the store to increase safety on Foster Avenue.

2. **Environmental Nuisance**: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

   Applicant's Response: There will not be any adverse environmental effects.

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

   Applicant's Response: The character of the neighborhood will not be altered.

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

   Applicant's Response: The expansion will not affect the use of public services and facilities.

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

   Applicant's Response: The expansion of two diesel fuel canopies will allow Thorntons to better serve the existing corridor.

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

   Applicant's Response: No response.

	Meets Criteria	
Conditional Use Approval Criteria	Yes	No
1. Traffic	X	
2. Environmental Nuisance	X	
3. Neighborhood Character	X	
4. Public Services and Facilities	X	
5. Public Necessity	X	
6. Other Factors	X	

APPROVAL CRITERIA FOR VARIANCES:
The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

Response: Space does not exist on the site to provide additional stacking for the proposed fuel positions. The proposed fuel positions will allow Thorntons to serve customers more efficiently and allow for more customers to be served in less time which will help to alleviate stacking.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

Response: Adhering to the stacking requirements would result in a hardship for Thorntons. Thorntons would not be able to provide the additional dispensers at the store.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The stacking area between the entrance to the fuel dispenser area and the fuel canopy does not have adequate space to allow for the additional stacking requirements.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

   Response: The special circumstances have not been created by the applicant and are existing site conditions.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Given the unique site constraints, granting of the variance does not provide special privilege to the development.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

   Response: The granting of the variance is necessary for Thorntons to be able to provide additional fueling lanes to serve customers more efficiently.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The granting of the Variance will not alter the essential character of the area.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since

their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Response: The granting of the Variance will be consistent with the existing conditional use. The variance will provide Thorntons the ability to serve their customers more effectively.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Response: The variance requested is the minimum variation needed. Thorntons would not be able to provide the additional dispensers at the store.

	Meets Criteria	
Variances Approval Criteria	*Yes*	*No*
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

RECOMMENDATIONS:
Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Conditional Use Permit Amendment for Thorntons with the following conditions:

1) The property be developed in substantial compliance with the plans submitted Kimley-Horn, Inc. dated 03.01.18 and revised 06.21.18;
2) New fueling lanes to be developed on north side of property as proposed in revised plans, away from homes to the south;
3) Applicant works with homes to the south to address light from signage;
4) Applicant fixes fence along Foster Avenue;
5) Applicant works with engineering on final changes to site plan regarding truck movements onto Foster Avenue.

Respectfully Submitted,
Department of Community
& Economic Development

TOPOGRAPHIC & BOUNDARY SURVEY

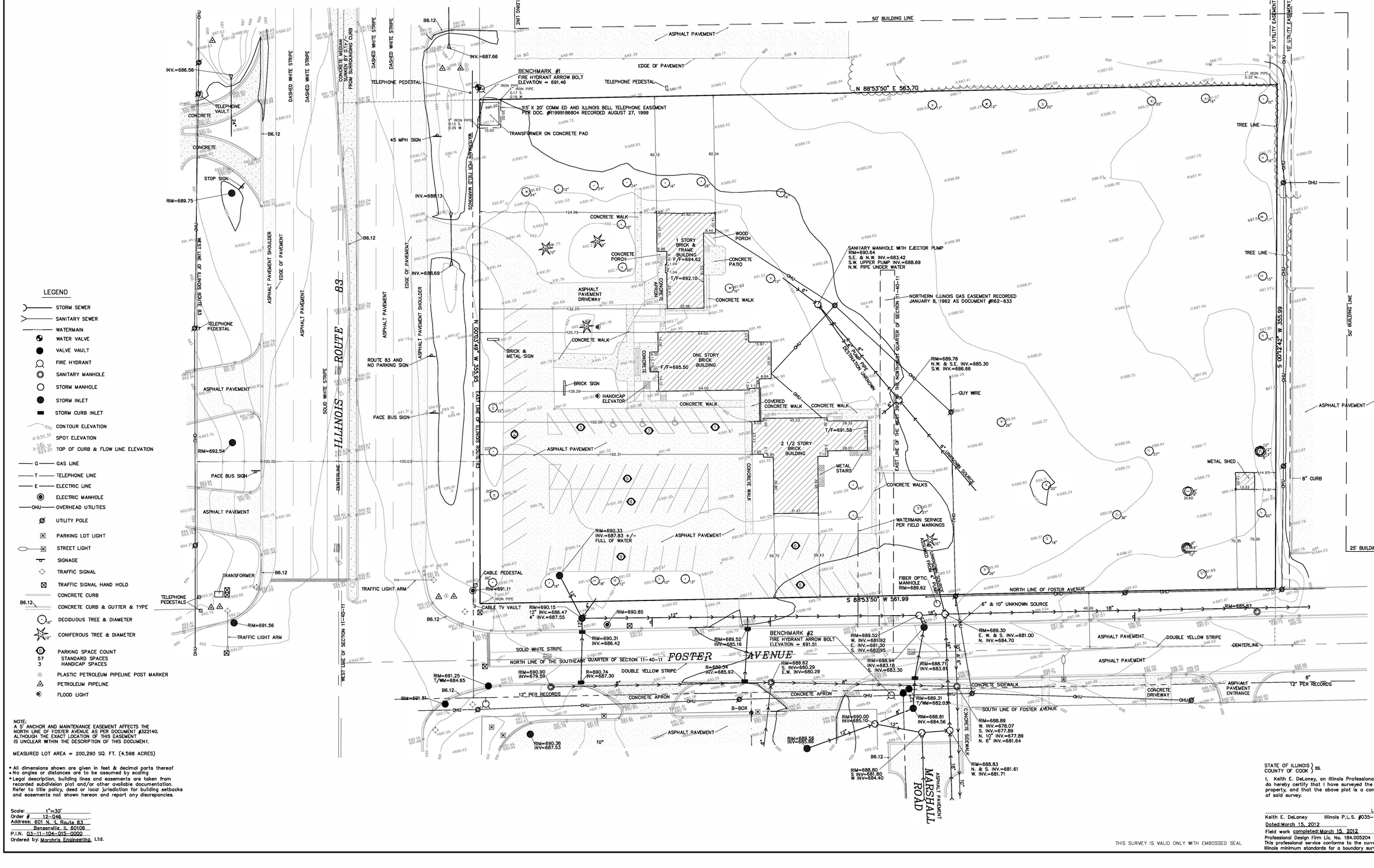
OF

THE SOUTH 396 FEET, AS MEASURED ON THE WEST LINE OF THE WEST 660 FEET, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN OR DEDICATED FOR ROADWAY PRUPOSES) IN DUPAGE COUNTY, ILLINOIS.

T.K.D Land Surveyors, Inc.
P.O. BOX 1463, Arlington Heights, IL 60006
Phone: (847) 702-1845 Fax: (847)428-1608
tkdlandsurveyors@att.net

30 0 30 60 90

Scale 1" = 30'



LEGEND

- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- WATER VALVE
- VALVE VAULT
- FIRE HYDRANT
- SANITARY MANHOLE
- STORM MANHOLE
- STORM INLET
- STORM CURB INLET
- CONTOUR ELEVATION
- SPOT ELEVATION
- TOP OF CURB & FLOW LINE ELEVATION
- G — GAS LINE
- T — TELEPHONE LINE
- E — ELECTRIC LINE
- ELECTRIC MANHOLE
- OHU — OVERHEAD UTILITIES
- UTILITY POLE
- PARKING LOT LIGHT
- STREET LIGHT
- SIGNAGE
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL HAND HOLD
- CONCRETE CURB
- CONCRETE CURB & GUTTER & TYPE
- DECIDUOUS TREE & DIAMETER
- CONIFEROUS TREE & DIAMETER
- PARKING SPACE COUNT
  - 57 STANDARD SPACES
  - 3 HANDICAP SPACES
- PLASTIC PETROLEUM PIPELINE POST MARKER
- PETROLEUM PIPELINE
- FLOOD LIGHT

NOTE:
A 5' ANCHOR AND MAINTENANCE EASEMENT AFFECTS THE NORTH LINE OF FOSTER AVENUE AS PER DOCUMENT #322140. ALTHOUGH THE EXACT LOCATION OF THIS EASEMENT IS UNCLEAR WITHIN THE DESCRIPTION OF THIS DOCUMENT.

MEASURED LOT AREA = 200,290 SQ. FT. (4.598 ACRES)

* All dimensions shown are given in feet & decimal parts thereof
* No angles or distances are to be assumed by scaling
* Legal description, building lines and easements are taken from recorded subdivision plat and/or other available documentation. Refer to title policy, deed or local jurisdiction for building setbacks and easements not shown hereon and report any discrepancies.

Scale: 1"=30'
Order # 12-046
Address: 601 N. IL Route 83
Bensenville, IL 60106
P.I.N. 03-11-104-015-0000
Ordered by: Marchris Engineering, Ltd.

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

I, Keith E. DeLoney, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Lic. Exp. 11-30-12

Keith E. DeLoney Illinois P.L.S. #035-003385
Dated: March 15, 2012
Field work completed: March 15, 2012
Professional Design Firm Lic. No. 184.005204
This professional service conforms to the current Illinois minimum standards for a boundary survey.

THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL

NOTE
ALL WORK UNDER THIS PROJECT MUST BE CONSTRUCTED IN COMPLIANCE WITH ALL FEDERAL, STATE AND OSHA REQUIREMENTS TO INSURE SAFETY AT ALL TIMES ON THIS DEVELOPMENT, INCLUDING IF NECESSARY THE FENCING IN OF THE DEVELOPMENT PARCEL OR WORK AREA.

SITE IMPROVEMENTS

FOR

THORNTONS

NORTHEAST CORNER OF IL ROUTE 83 AND FOSTER AVENUE
BENSENVILLE, ILLINOIS

INDEX

CE-1. TITLE SHEET
CE-2. DEMOLITION PLAN
CE-3. GEOMETRIC PLAN
CE-4. GRADING AND UTILITY PLAN
CE-5. STORMWATER POLLUTION PREVENTION PLAN
CE-6. STORMWATER POLLUTION PREVENTION NOTES
CE-7. DETAILS AND PROJECT SPECIFICATIONS
CE-8. DETAILS
CE-9. DETAILS
CE-10. IL ROUTE 83 IMPROVEMENT PLAN
CE-11. FOSTER AVENUE IMPROVEMENT PLAN
CE-12. TYPICAL CROSS SECTIONS
CE-13. THORNTONS DETAILS
CE-14. CROSS SECTIONS
S-1. TOPOGRAPHIC SURVEY
LS-1. LANDSCAPE PLAN

LOCATION MAP

SECTION 11, TOWNSHIP 40 N, RANGE 11 E
DuPAGE COUNTY

N

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	SANITARY SEWER	
	STORM SEWER	
W	WATER MAIN	W
	MANHOLE	
	CATCH BASIN	
	VALVE VAULT	
	PAVEMENT	
	CURB & GUTTER	
	FIRE HYDRANT	
FL800.00	GUTTER FLOWLINE ELEV.	FL800.00
TC800.50	TOP OF CURB ELEV.	TC800.50
	FLARED END SECTION	
	CURB INLET	
800	CONTOURS	800
	STORM CULVERT W/HEADWALL	

BENCHMARKS

SITE BENCHMARK No.1
FIRE HYDRANT ARROW BOLT LOCATED ON THE NORTHEAST CORNER OF THE PROPERTY. ELEVATION = 691.46

SITE BENCHMARK No.2
FIRE HYDRANT ARROW BOLT LOCATED ON THE SOUTH SIDE OF FOSTER AVENUE, 325 FEET WEST OF IL ROUTE 83. ELEVATION = 691.51

ELEVATIONS SHOWN HEREON ARE BASED ON VILLAGE OF BENSENVILLE DATUM. ADD 0.83 FEET TO ALL ELEVATIONS TO CONVERT TO VERTICAL DATUM: NAVD 88

REFERENCE BENCHMARKS:
DuPage County Benchmark: 0146, Station Elevation: 698.34
DuPage County Benchmark: 0016, Station Elevation: 708.86

CALL JULIE TOLL FREE 1-800-892-0123

PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS, THE CONTRACTOR MUST CALL J.U.L.I.E. FOR THE LOCATION AND STAKING OF EXISTING UNDERGROUND PRIVATE UTILITIES (GAS, ELECTRIC, TELEPHONE) AT 1-800-892-0123 48 HOURS PRIOR TO DIGGING.

BENSENVILLE STORMWATER CERTIFICATE No. 13-05-0007

NOTE
This record drawing is a compiled representation of a copy of the sealed engineering plans or surveying drawing for this project, possibly modified by addenda, change orders, or information furnished by others. The information shown on the record drawing is believed to be correct based on observations performed during construction and other information provided by others.

JOSEPH E. ZGONINA
62-28601
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS
EXP. 11-30-15

RECORD DRAWING
09-22-2014

REVISIONS	DESCRIPTION	DATE
ADD SIDEWALK		09-11-13
CHANGE PAVT DETAIL		09-05-13
PER THORNTONS & T.P.I.		09-06-13
PER CBBEL		08-20-13
PER CLIENT		07-11-13
PER CLIENT/MARCHRIS		06-11-13
PER CLIENT		05-24-13

PER BP 08-28-14
PER PIPELINES Co. 08-05-14
PER R. CARLSON 03-05-14
PER IDOT AND VILLAGE 12-09-13
PER IDOT AND VILLAGE 12-06-13
PER IDOT 11-25-13
PER THORNTONS 11-04-13
PER THORNTONS 10-29-13
PER VILLAGE 10-17-13
CANOPY PAD CHANGE 09-12-13

THORNTONS
NORTHEAST CORNER OF IL ROUTE 83 AND FOSTER AVENUE
BENSENVILLE, ILLINOIS

MARCHRIS ENGINEERING, LTD.
CONSULTING ENGINEERS AND PLANNERS
100 East State Parkway · Schaumburg, IL 60173 · Tel: 847-885-8357 Fax: 847-885-2252
www.marchris.net

DESIGN: KML
DRAFTING: VDR
SCALE: 1"=30'
DATE: APRIL 18, 2013

TITLE SHEET

JOB NO. 12-010

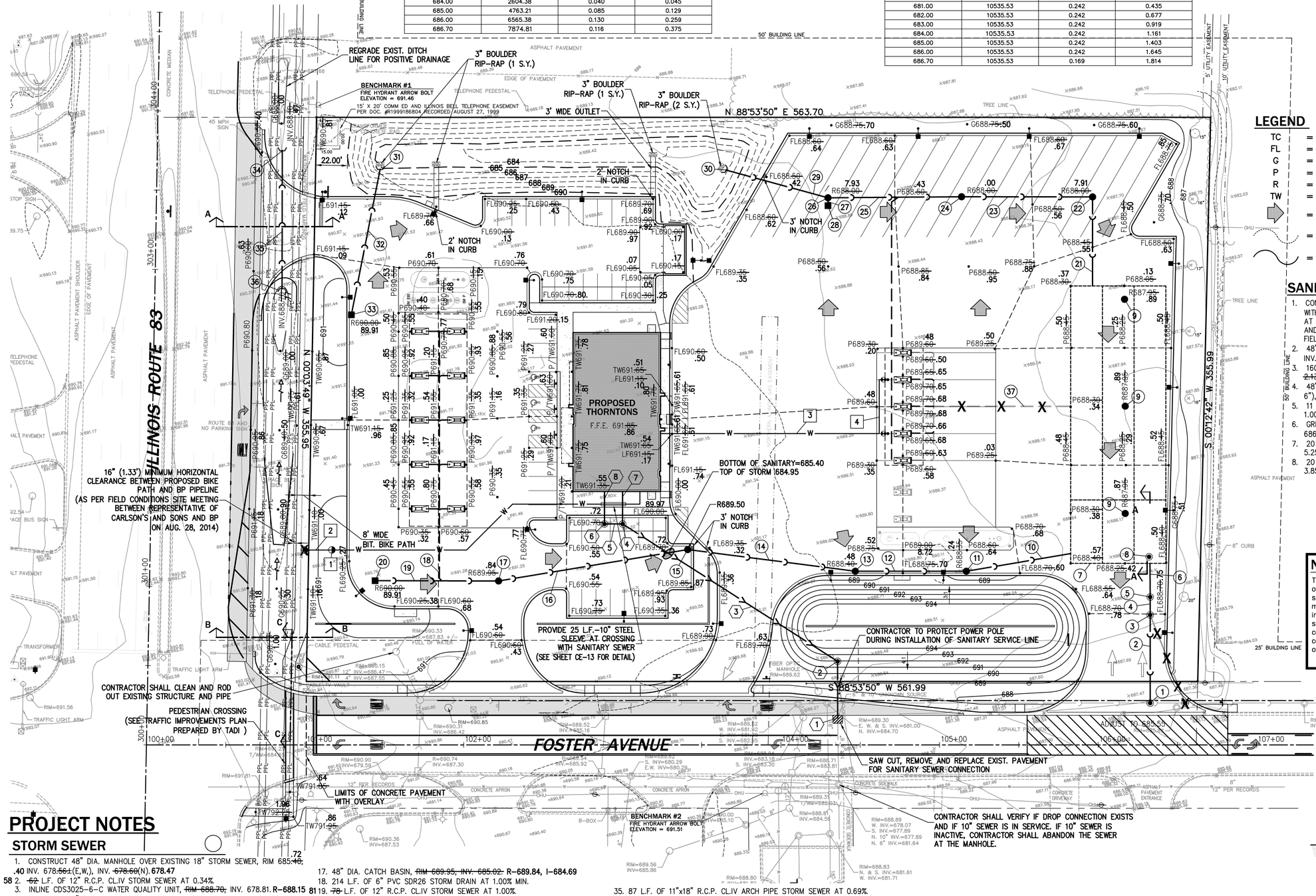
CE-1

POND

ELEVATION (FT.)	AREA (S.F)	STAGE VOLUME (AC-FT)	ACCUM. VOLUME (AC-FT)
682.32	0.00	0.000	0.000
683.00	897.56	0.005	0.005
684.00	2604.38	0.040	0.045
685.00	4763.21	0.085	0.129
686.00	6565.38	0.130	0.259
686.70	7874.81	0.116	0.375

VAULT

ELEVATION (FT.)	AREA (S.F)	STAGE VOLUME (AC-FT)	ACCUM. VOLUME (AC-FT)
679.20	10535.53	0.000	0.000
680.00	10535.53	0.193	0.193
681.00	10535.53	0.242	0.435
682.00	10535.53	0.242	0.677
683.00	10535.53	0.242	0.919
684.00	10535.53	0.242	1.161
685.00	10535.53	0.242	1.403
686.00	10535.53	0.242	1.645
686.70	10535.53	0.169	1.814



LEGEND

TC	=	PROPOSED TOP OF CURB ELEVATION
FL	=	PROPOSED FLOW LINE ELEVATION
G	=	PROPOSED GROUND ELEVATION
P	=	PROPOSED PAVEMENT ELEVATION
R	=	PROPOSED RIM ELEVATION
TW	=	PROPOSED TOP OF WALK ELEVATION
	=	100 YEAR FLOW ROUTE
	=	EXISTING CONTOURS
	=	PROPOSED CONTOURS

SANITARY SEWER

1. CONNECT TO EXISTING 6" STUB AT INV. 682.20± WITH 34 L.F. OF 6" PVC SDR26 SANITARY SEWER AT 1.00% CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXISTING SANITARY SERVICE IN FIELD. 693.79 683.74
2. 48" DIA. MANHOLE, RIM ~~691.00~~, INV. ~~682.54~~(S), INV. ~~682.80~~(NW 6"). 683.95
3. 160 L.F. OF 6" PVC SDR26 SANITARY SEWER AT ~~2.13%~~ 1.62 .23 .33
4. 48" DIA. MANHOLE, RIM 690.~~30~~, INV. 686.~~30~~(N,W 6"), INV. 686.20 (SE 6").
5. 11 L.F. OF 6" PVC SDR26 SANITARY SEWER AT 1.00% .36
6. GREASE TRAP, RIM 690.~~40~~, INV. 686.41(E), INV. 686.58(N).
7. 20 L.F. OF 6" PVC SDR26 SANITARY SEWER AT 5.25%. INV. AT BUILDING 687.35.
8. 20 L.F. OF 6" PVC SDR26 SANITARY SEWER AT 3.85%. INV. AT BUILDING 687.35.

NOTE

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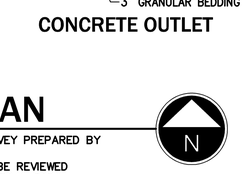
RECORD DRAWING
09-22-2014



CONCRETE OUTLET

PROJECT NOTES

STORM SEWER

1. CONSTRUCT 48" DIA. MANHOLE OVER EXISTING 18" STORM SEWER, RIM 685.~~40~~, .40 INV. 678.~~56~~(E,W,), INV. ~~678.60~~(N). 678.47
2. ~~62~~ L.F. OF 12" R.C.P. CL.IV STORM SEWER AT 0.34%. R-688.15 I-678.79
3. INLINE CDS3025–6–C WATER QUALITY UNIT, ~~RIM 688.70,~~ INV. 678.81. R-688.15 I-678.79
4. 11 L.F. OF 12" DIA. R.C.P. CL.IV STORM SEWER AT 0.50%.
5. OUTLET CONTROL STRUCTURE, ~~RIM 688.55, INV. 678.85~~ R-688.53, I-678.78
6. 21 L.F. OF 18" DIA. R.C.P. CL.IV STORM SEWER AT 0.48%. INV. AT VAULT ~~678.95~~. 679.00
7. CONCRETE VAULT, 60'x175', SEE PLANS PREPARED BY BARRY LEVIN & ASSOC.
8. 36" DIA. RISER WITH CLOSED LID, ~~RIM 688.20~~. R-688.17
9. 36" DIA. RISER WITH OPEN GRATE, ~~RIM 687.95~~ (3 EA.). R-687.89
10. 62 L.F. OF 18" R.C.P. CL.IV STORM SEWER AT 0.50%. CONNECT TO VAULT AT ~~INV. 682.00~~. I-681.95
11. 48" DIA. CATCH BASIN, ~~RIM 688.35, INV. 682.31~~(E,W 18"). R-688.24, I-682.34
12. 70 L.F. OF 18" R.C.P. CL.IV STORM SEWER AT 0.50%.
13. 48" DIA. CATCH BASIN, ~~RIM 688.40, INV. 682.91 W(15"), INV. 682.66 E~~(18"). R-688.48, I-683.33
14. 105 L.F. OF 15" R.C.P. CL.IV STORM SEWER AT 0.52%.
15. 48" DIA. CATCH BASIN, ~~RIM 689.50, INV. 683.45 E(18"), INV. 683.60 W(12")~~. R-689.35 I-683.35
16. ~~120~~ L.F. OF 12" R.C.P. CL.IV STORM SEWER AT 1.18%.
17. 48" DIA. CATCH BASIN, ~~RIM 689.95, INV. 685.02~~. R-689.84, I-684.69
18. 214 L.F. OF 6" PVC SDR26 STORM DRAIN AT 1.00% MIN.
19. ~~78~~ L.F. OF 12" R.C.P. CL.IV STORM SEWER AT 1.00%.
20. 24" DIA. INLET, ~~RIM 689.75, INV. 685.80~~. R-689.91, I-685.71
21. 56 L.F. OF 24" R.C.P. CL.IV STORM SEWER AT 0.55%. INV. AT VAULT ~~680.30~~. 680.11
22. 48" DIA. CATCH BASIN, ~~RIM 688.00, INV. 680.61 W,S~~(18"). R-687.91, I-680.43
23. ~~83~~ L.F. OF 24" R.C.P. CL.IV STORM SEWER AT 0.50%.
24. 48" DIA. CATCH BASIN, ~~RIM 688.00, INV. 681.03 E,W~~(18"). R-688.00, I-680.93
25. ~~84~~ L.F. OF 24" R.C.P. CL.IV STORM SEWER AT 0.50%.
26. 48" DIA. CATCH BASIN, ~~RIM 688.00, INV. 681.45 E,W~~(18"). R-687.93, I-681.98
27. 4 L.F. OF 12" R.C.P. CL.IV STORM SEWER AT 2.50%.
28. 24" DIA. INLET, ~~RIM 688.00, INV. 685.00~~. R-688.03, I-684.98
29. 60 L.F. OF 24" R.C.P. CL.IV STORM SEWER AT 0.50%.
30. 24" R.C.P. FLARED END SECTION WITH SKIMMER, ~~INV. 681.75.~~ I-682.32
31. 12" R.C.P. FLARED END SECTION, ~~INV. 685.25.~~ I-685.22
32. 92 L.F. OF 12" R.C.P. CL.IV STORM SEWER AT 1.00%.
33. 24" DIA. INLET, ~~RIM 689.70, INV. 686.17~~. R-689.91, I-686.06
34. 11"x18" R.C.P. FLARED END SECTION, ~~INV. 688.10~~. I-688.47
35. 87 L.F. OF 11"x18" R.C.P. CL.IV ARCH PIPE STORM SEWER AT 0.69%.
36. 11"x18" R.C.P. FLARED END SECTION, INV. ~~688.70~~. 688.77
37. 225 L.F. OF 6" PVC SDR26 STORM DRAIN AT 1.00% MIN. INV. AT VAULT 684.00.

WATER MAIN

1. 10"x6" PRESSURE CONNECTION IN 60" DIA. VAULT, RIM 691.10, CONTRACTOR TO VERIFY EXACT SIZE AND LOCATION OF EXISTING WATERMAIN IN FIELD PRIOR TO CONSTRUCTION.
2. 230 L.F. OF 6" D.I.W.M. WITH TIFTINGS
3. 145 L.F. OF 3/4" TYPE "K" COPPER WATER SERVICE WITH B–BOX COMPLETE AND FROST PROOF HOSE BIB (SEE MECHANICAL ENGINEERING PLANS FOR HOSE BIB SPECIFICATIONS)
4. 40 L.F. OF 3/4" TYPE "K" COPPER WATER SERVICE WITH B–BOX COMPLETE AND FROST PROOF HOSE BIB (SEE MECHANICAL ENGINEERING PLANS FOR HOSE BIB SPECIFICATIONS)

GRADING AND UTILITY PLAN

NOTES:
1. THIS PLAN IS BASED ON A TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY T.K.D. LAND SURVEYORS, INC. (847–702–1845).
2. PRIOR TO CONSTRUCTION, THE FEMA/FIRM DOCUMENTS SHALL BE REVIEWED REGARDING THE POSSIBLE LOCATION AND ELEVATION OF ANY REGULATORY 100 YEAR FLOODPLAIN THAT MAY AFFECT THIS DEVELOPMENT.
3. UNLESS OTHERWISE NOTED THE TOP OF CURB IS 0.50' HIGHER THAN THE ADJACENT FLOWLINE (FL) OF THE GUTTER OR PAVEMENT (P) ELEVATIONS SHOWN.

N

REVISIONS	DESCRIPTION	DATE
PER THORNTONS		10–29–13
PER VILLAGE		10–17–13
PER THORNTONS & T.P.I.		09–06–13
PER CBBEL		08–20–13
PER CLIENT		07–11–13
PER CLIENT/MARCHRIS		06–11–13
PER CLIENT		05–24–13

THORNTONS
NORTHEAST CORNER OF IL ROUTE 83 AND FOSTER AVENUE
BENSENVILLE, ILLINOIS

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CONSULTING ENGINEERS AND PLANNERS
100 East State Parkway · Schaumburg, IL 60173 · Tel: 847-885-8357 Fax: 847-885-2252
www.marchris.net

GRADING AND UTILITY PLAN

DESIGN: KML | DRAFTING: VDR
SCALE: 1"=30' | DATE: APRIL 18, 2013

JOB NO. 12-010

CE-4

NOTES:
1. PRECAST CONC. FLARED END SECTIONS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF A.S.T.M. DESIGNATION C-76, CLASS III, WALL "B" REINFORCED CONC. PIPE.
2. USE STANDARD REINFORCEMENT FOR CIRCULAR, CLASS III, WALL "B" REINFORCED CONC. PIPE.
3. THE END BLOCK SHALL BE PLACED PRIOR TO THE INSTALLATION OF THE FLARED END SECTION. THE END BLOCK SHAL BE BACKFILLED IN ACCORDANCE WITH ART. 502 II OF THE STANDARD SPECIFICATIONS, COST INCIDENTAL TO END SECTION.

PRECAST REINFORCED CONCRETE FLARED END SECTION

DIMENSION CHART

PIPE DIA.	WALL	A	B	C	D	E	G	R	SLOPE
12"	2"	4"	2'0"	4'7/8"	6'7/8"	2'0"	2"	9"	3:1
15"	2 1/4"	6"	2'3"	3'10"	6'1"	2'6"	2 1/4"	11"	3:1
18"	2 1/2"	9"	2'3"	3'10"	6'1"	3'0"	2 1/2"	12"	3:1
21"	2 3/4"	9"	2'11"	3'2"	6'1"	3'6"	2 3/4"	13"	3:1
24"	3"	9 1/2"	3'7 1/2"	2'6"	6' 1 1/2"	4'0"	3"	14"	3:1
27"	3 1/4"	10 1/2"	4'0"	2' 1 1/2"	6' 1 1/2"	4'6"	3 1/4"	14 1/2"	3:1
30"	3 1/2"	1'0"	4'6"	1' 7 3/4"	6' 1 3/4"	5'0"	3 1/2"	15"	3:1
33"	3 3/4"	1' 1 1/2"	4'10 1/2"	3' 3 1/4"	8' 1 3/4"	5'6"	3 3/4"	17 1/2"	3:1
36"	4"	1'3"	5'3"	2' 10 3/4"	8' 1 3/4"	6'0"	4"	20"	3:1
42"	4 1/2"	1'9"	5'3"	2'11"	8'2"	6'6"	4 1/2"	22"	3:1
48"	5"	2'0"	6'0"	2'2"	8'2"	7'0"	5"	22"	3:1
54"	5 1/2"	2'3"	5'5"	2'11"	8'4"	7'6"	5 1/2"	24"	2.4:1

APRON SIZE	V-BAR ø	H-BAR SIZE	NO. H BARS	BOLT DIA.	"A" DIM.
	INCHES			INCHES	
ARCH PIPE APRONS					
18	1/2	5/8 ∅	3	1/2	5
24	5/8	3/4 ∅	4	1/2	7
30	5/8	3/4 ∅	4	1/2	7 1/2
36	3/4	1 ∅	4	1/2	10 1/2
42	3/4	1 ∅	4	3/4	11
48	3/4	1.5 PIPE	4	3/4	12
54	3/4	1.5 PIPE	4	3/4	12
60	3/4	1.5 PIPE	5	3/4	14
72	3/4	1.5 PIPE	5	3/4	14
84	3/4	1.5 PIPE	6	3/4	15
ROUND PIPE APRONS					
12	1/2	5/8 ∅	3	1/2	4
15	1/2	5/8 ∅	3	1/2	4 1/2
18	1/2	5/8 ∅	4	1/2	4 1/2
21	1/2	5/8 ∅	4	1/2	5
24	5/8	3/4 ∅	4	1/2	5
27	5/8	3/4 ∅	4	1/2	5 1/2
30	5/8	3/4 ∅	4	1/2	5 1/2
36	3/4	1 ∅	4	3/4	8
42	3/4	1 ∅	4	3/4	8
48	3/4	1 ∅	5	3/4	8
54	3/4	1.5 PIPE	5	3/4	8
60	3/4	1.5 PIPE	5	3/4	8
66	3/4	1.5 PIPE	6	3/4	8
72	3/4	1.5 PIPE	6	3/4	9
84	3/4	1.5 PIPE	7	3/4	10
90	3/4	1.5 PIPE	7	3/4	14

NOTES:
1. BARS & PLATES ARE HOT-ROLLED STEEL.
2. BARS, PLATES & PIPE ARE FINISHED WITH 2 COATS OF ALUMINUM PAINT.
3. BOLTS ARE GALVANIZED
4. SEE STD. PLATES A-10 & A-11 FOR APRON DIMENSIONS.
5. TRASH GUARDS WITH DIFFERENT DIAMETER BARS ARE AVAILABLE, SPECIAL ORDER.

TRASH GUARDS FOR F.E.S.

GREASE TRAP

OUTLET CONTROL STRUCTURE

1.-1 1/2" CLASS 1 BITUMINOUS CONC. SURFACE COURSE
2.-2" CLASS 1 BITUMINOUS CONC. BINDER COURSE
3.-6" COMPACTED CA-6 BASE COURSE

BIKE PATH DETAIL

NOTE

This record drawing is a compiled representation of a copy of the sealed engineering plans or surveying drawing for this project, possibly modified by addenda, change orders, or information furnished by others. The information shown on the record drawing is believed to be correct based on observations performed during construction and other information provided by others.

EXP. 11-30-15

RECORD DRAWING
09-22-2014

NOTE:
1. STEEL SHEET SHALL BE 0.1345" THICK (10 GAUGE).
2. SKIMMER SHALL BE BOLTED TO THE HEADWALL AND SIDES OF FLARED END SECTION. USE HOT DIP GALVANIZED STEEL STUD TYPE EXPANSION ANCHOR WITH NUT AND WASHER, EMBEDMENT DEPTH = 2 ½" (18 MIN. ACHORS PER SKIMMER). ANCHORS TO BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
3. THE FRONT PANEL, SIDE PANELS, AND FLAT BARS ARE TO BE HOT DIP GALVANIZED AFTER FABRICATION.
4. TO MIMIMIZE HYDRAULIC LOSSES ACROSS THE SKIMMER, THE FLOW AREA UNDER THE SKIMMER SHOULD BE THREE TIMES LARGER THAN THE FLOW AREA OF THE OUTLET. THE DISTANCE BETWEEN THE GRAVEL BED AND THE SKIMMER SHALL BE NOT LESS THAN 15 INCHES.

STRUCTURE NO.	PIPE DIA. (INCHES)	PIPE CROSS SECTION (SQ.FT.)	FLOW AREA UNDER SKIMMER (SQ.FT.)	IS FLOW AREA UNDER SKIMMER AT LEAST 3 TIMES THE PIPE CROSS SECTION?
13	18	1.77	9.25	YES
34	18	1.77	9.25	YES

SKIMMER FOR FLARED END SECTION

(STRUCTURES 13 AND 34)

PLAN VIEW B-B
N.T.S.

ELEVATION A-A
N.T.S.

C:\USERS\FISHERS\DESKTOP\LOGO EXCHANGE FOLDER\CDS-C\DWG\CDS3025-6-C-DTL.DWG 7/19/2012 4:19 PM

THIS PRODUCT MAY BE PROTECTED BY ONE OR MORE OF THE FOLLOWING U.S. PATENTS: ... RELATED FOREIGN PATENTS, OR OTHER PATENTS PENDING.

CDS3025-6-C DESIGN NOTES

CDS3025-6-C RATED TREATMENT CAPACITY IS 2.5 CFS [70.8 L/s], OR PER LOCAL REGULATIONS. MAXIMUM HYDRAULIC INTERNAL BYPASS CAPACITY IS 20.0 CFS [566 L/s]. IF THE SITE CONDITIONS EXCEED 20.0 CFS [566 L/s], AN UPSTREAM BYPASS STRUCTURE IS REQUIRED.

THE STANDARD CDS3025-6-C CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE AVAILABLE AND ARE LISTED BELOW. SOME CONFIGURATIONS MAY BE COMBINED TO SUIT SITE REQUIREMENTS.

CONFIGURATION DESCRIPTION
GRATED INLET ONLY (NO INLET PIPE)
GRATED INLET WITH INLET PIPE OR PIPES
CURB INLET ONLY (NO INLET PIPE)
CURB INLET WITH INLET PIPE OR PIPES
SEPARATE OIL BAFFLE (SINGLE INLET PIPE REQUIRED FOR THIS CONFIGURATION)
SEDIMENT WEIR FOR NJDEP / NJCAT CONFORMING UNITS

FRAME AND COVER
(DIAMETER VARIES)
N.T.S.

SITE SPECIFIC DATA REQUIREMENTS

STRUCTURE ID			
WATER QUALITY FLOW RATE (CFS OR L/s)			*
PEAK FLOW RATE (CFS OR L/s)			*
RETURN PERIOD OF PEAK FLOW (YRS)			*
SCREEN APERTURE (2400 OR 4700)			*
PIPE DATA:	I.E.	MATERIAL	DIAMETER
INLET PIPE 1	*	*	*
INLET PIPE 2	*	*	*
OUTLET PIPE	*	*	*
RIM ELEVATION			*
ANTI-FLOTATION BALLAST		WIDTH	HEIGHT
		*	*
NOTES/SPECIAL REQUIREMENTS:			

* PER ENGINEER OF RECORD

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. DIMENSIONS MARKED WITH ( ) ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
3. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.contechES.com
4. CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
5. STRUCTURE SHALL MEET AASHTO HS20 AND CASTINGS SHALL MEET HS20 (AASHTO M 306) LOAD RATING, ASSUMING GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
6. PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.

INSTALLATION NOTES
A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED).
C. CONTRACTOR TO ADD JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS, AND ASSEMBLE STRUCTURE.
D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN.
E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

CONTECH ENGINEERED SOLUTIONS LLC
www.contechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

CDS3025-6-C
INLINE CDS
STANDARD DETAIL

10-17-13	PER VILLAGE
DATE	DESCRIPTION

REVISIONS

THORNTONS

NORTHEAST CORNER OF IL ROUTE 83 AND FOSTER AVENUE
BENSENVILLE, ILLINOIS

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CONSULTING ENGINEERS AND PLANNERS
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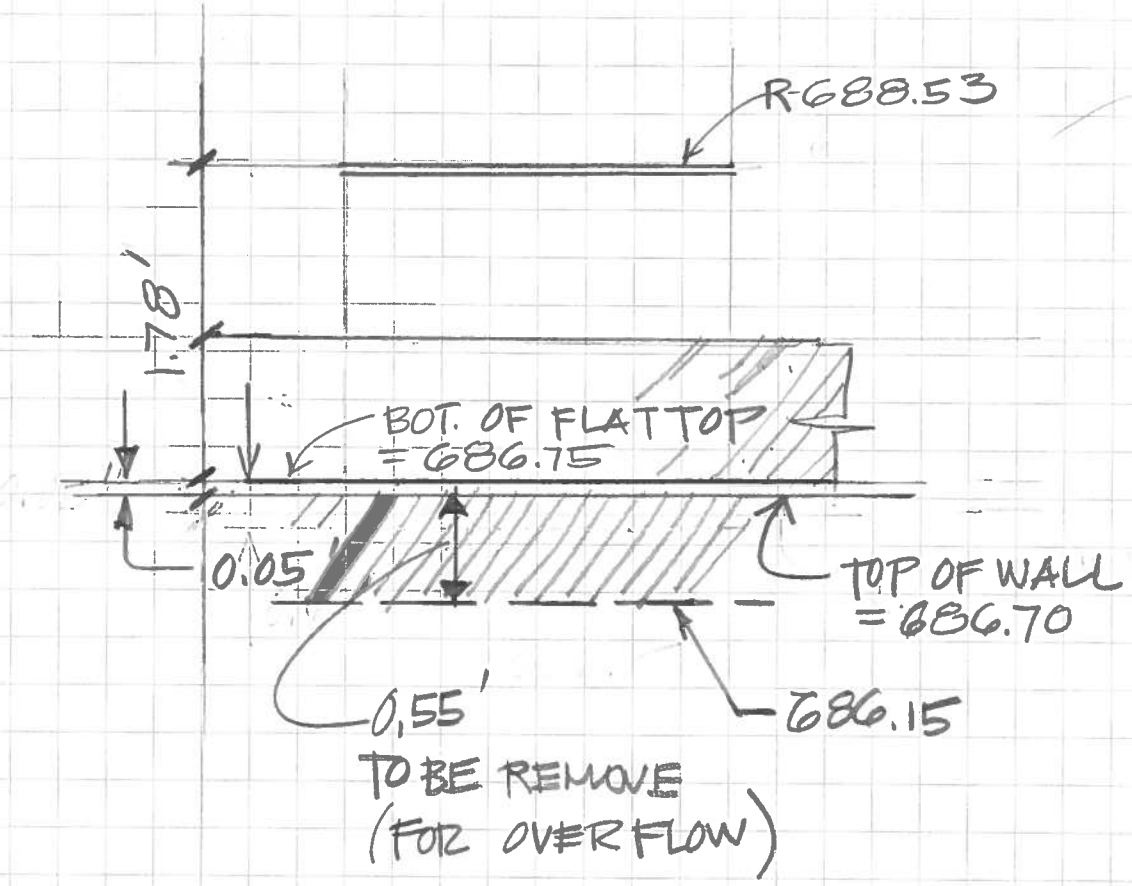
www.marchris.net

DESIGN: KML | DRAFTING: VDR
SCALE: NONE | DATE: AUG. 20, 2013

DETAILS

JOB NO. 12-010

CE-9



marchris engineering limited
CONSULTING ENGINEERS & PLANNERS

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9245 N. Meridian St. • Suite 105 • Indianapolis, IN 46260
317-843-2520 • FAX: 317-848-2765
E-mail: marchris1@aol.com

JOB _____

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE _____

FINAL ENGINEERING ENGINEERING PLANS

THORTONS #314

601 IL-83

BENSENVILLE, IL 60106

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UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
VILLAGE OF BENSENVILLE, PUBLIC WORKS
717 EAST JEFFERSON STREET
BENSENVILLE, IL 60106
TEL: (630) 350-3435
CONTACT: MEHUL PATEL, P.E.

STORM SEWER SERVICE
VILLAGE OF BENSENVILLE, PUBLIC WORKS
717 EAST JEFFERSON STREET
BENSENVILLE, IL 60106
TEL: (630) 350-3435

ROADWAY AUTHORITY
VILLAGE OF BENSENVILLE, PUBLIC WORKS
717 EAST JEFFERSON STREET
BENSENVILLE, IL 60106
TEL: (630) 350-3435
CONTACT: MEHUL PATEL, P.E.

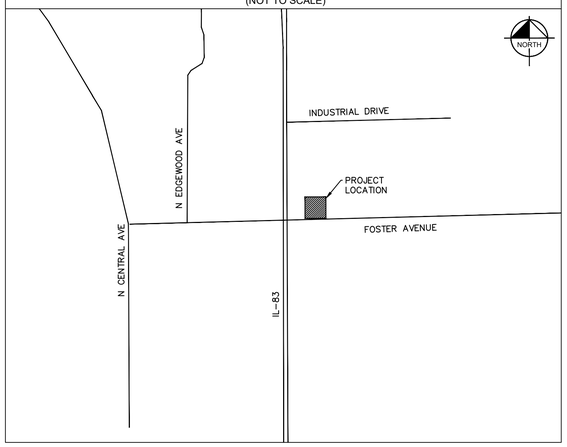
POWER COMPANY
COMMONWEALTH EDISON
3500 NORTH CALIFORNIA AVENUE
CHICAGO, IL 60618
TEL: (866) 639-3532

NATURAL GAS COMPANY
NICOR GAS
1844 FERRY ROAD
NAPERVILLE, IL 60563
TEL: (888) 642-6748

TELEPHONE
AT&T
915 N. YORK STREET
ELMHURST, IL 60126
TEL: (331) 209-6685

LOCATION MAP

(NOT TO SCALE)



Sheet List Table	
Sheet Number	Sheet Title
C0.0	TITLE SHEET
C1.0	DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	CONSTRUCTION DETAILS

PROJECT TEAM

DEVELOPER
THORNTONS, INC.
2600 JAMES THORNTON WAY
LOUSVILLE, KY 40245
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CONTACT: ERIC TRACY, P.E.

SURVEYOR
SPACECO INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018
TEL: (847) 696-4060
CONTACT: GABRIELA PTASINSKA, P.L.S.

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

SITE BENCHMARK #2 BY OTHERS:
ARROW BOLT ON FIRE HYDRANT ON SIDE OF FOSTER AVENUE.
ELEVATION=691.51 (NAVD 88)

ADD 0.94 TO ELEVATIONS FOR NAVD88.

SITE BENCHMARK PER T.K.D LAND SURVEYORS, INC. TOPOGRAPHIC & BOUNDARY SURVEY PLAN UNDER ORDER NO. 12-046, DATED 03/15/2012, FIELD WORK COMPLETED 03/15/2012

PROFESSIONAL ENGINEER'S CERTIFICATION

I, ERIC J. TRACY, A LICENSED PROFESSIONAL ENGINEER OF IL, HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "C" SERIES CIVIL SHEETS LISTED ABOVE, WAS PREPARED ON BEHALF OF THORNTONS, INC. BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS _____ DAY OF _____ , A.D., 2018.

_____
IL LICENSED PROFESSIONAL ENGINEER 062-067482
MY LICENSE EXPIRES ON NOVEMBER 30, 2019

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
1001 WARRENVILLE ROAD, SUITE 350,
LISLE, IL 60532
PHONE: 630-487-5500
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED | DESIGNED BY: SMH | DRAWN BY: SMH | CHECKED BY: ET

THORNTONS

TITLE SHEET

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE: 03/01/2018

KHA PROJECT NO. 168281047

SHEET NUMBER
C0.0

Drawing name: K:\CHS_LDEV\168281047_Thorntons_Bensenville_IL\2 Design\CAD\PlanSheets\C0.0 - TITLE SHEET.dwg C0.0 Mar 13, 2018 8:49am by Sean.Hickey
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Drawing name: K:\CHS_LDEV\168281047_Thorntons_Bensenville_IL\2 Design\CAD\PlanSheets\C1.0 - DEMOLITION PLAN.dwg C1.0 Mar 13, 2018 8:49am by: Sean.Hickey
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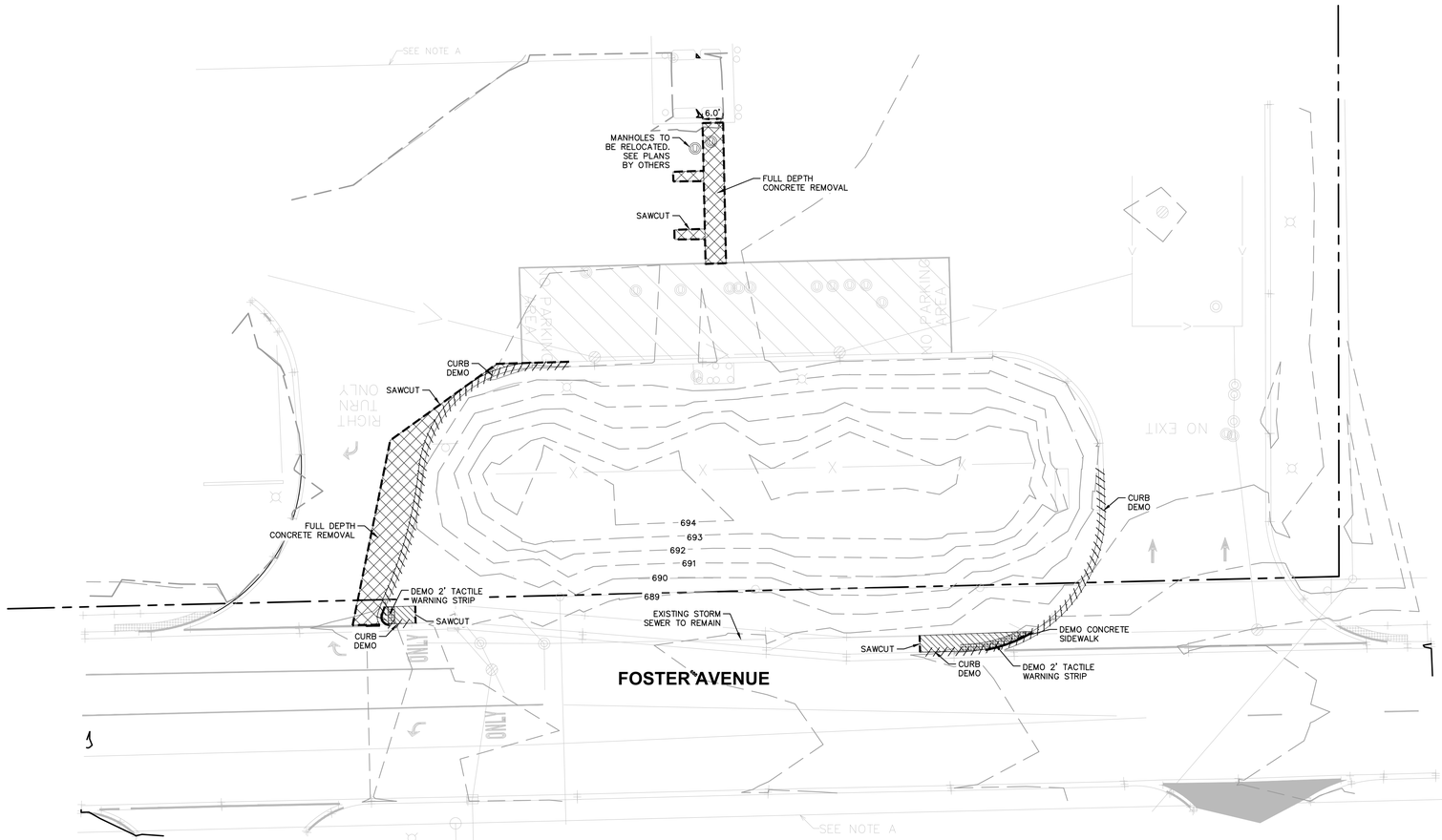

DEMOLITION LEGEND

- ITEM TO REMAIN, PROTECT DURING CONSTRUCTION
- CURB REMOVAL
- FULL DEPTH ASPHALT REMOVAL
- FULL DEPTH CONCRETE REMOVAL
- SAWCUT LINE

DEMOLITION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED.
2. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
3. THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR SHALL NOT DEMOLISH ANYTHING OUTSIDE THE OWNERS LEASE/PROPERTY LINE UNLESS SPECIFICALLY MENTIONED ON THIS SHEET.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
5. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING IDOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
6. QUANTITIES DEPICTED ON THIS SHEET SHALL SERVE AS A GUIDE ONLY. CONTRACTOR TO VERIFY ALL DEMOLITION QUANTITIES.
7. REFER TO GEOTECHNICAL REPORT PROVIDED BY OTHERS FOR ALL SUBSURFACE INFORMATION.
8. CONTRACTOR SHALL BEGIN CONSTRUCTION OF ANY LIGHT POLE BASES FOR RELOCATED LIGHT FIXTURES AND RELOCATION OF ELECTRICAL SYSTEM AS SOON AS DEMOLITION BEGINS. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY LIGHT POLES OR SIGNS SHALL NOT EXCEED 24 HOURS.
9. EROSION CONTROL MUST BE ESTABLISHED PRIOR TO ANY WORK ON SITE INCLUDING DEMOLITION.
10. THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN.
11. CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
12. EXISTING UTILITIES, WHICH DO NOT SERVICE STRUCTURES BEING DEMOLISHED, ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR SHALL ARRANGE FOR SHUT-OFF OF UTILITIES SERVING STRUCTURES TO BE DEMOLISHED. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
13. UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL "JULIE" (1-800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
14. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
15. COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION OF STRUCTURES TO THE FINAL LINES AND GRADES SHOWN ON THE CONTRACT DOCUMENTS. BACKFILL MATERIAL SHALL BE IDOT APPROVED CRUSHED LIMESTONE (CA-6) OR APPROVED EQUAL. USE SATISFACTORY SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. PRIOR TO PLACEMENT OF FILL MATERIALS, ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST, FROZEN MATERIAL, TRASH AND DEBRIS. PLACE FILL MATERIALS IN HORIZONTAL LAYERS NOT EXCEEDING 9" IN LOOSE DEPTH. COMPACT EACH LAYER AT OPTIMUM MOISTURE CONTENT OF FILL MATERIAL TO 95% OF MODIFIED PROCTOR DENSITY UNLESS SUBSEQUENT EXCAVATION FOR NEW WORK IS REQUIRED.
16. TANK HOLE SHORING WILL BE REQUIRED DUE TO THE PROXIMITY OF PAVEMENT EXCAVATION FOR FUEL LINE PIPING.

No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: 630-487-5550
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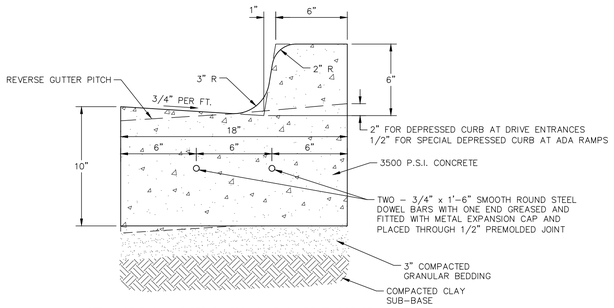
SCALE: AS NOTED
DESIGNED BY: SMH
DRAWN BY: SMH
CHECKED BY: ET

THORNTONS

DEMOLITION PLAN

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

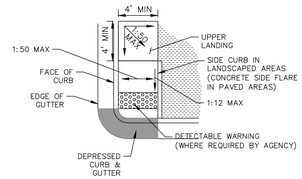
ORIGINAL ISSUE: 03/01/2018
KHA PROJECT NO. 168281047
SHEET NUMBER
C1.0



NOTES: USE TWO – #5 REBARS FOR 10 L.F. ON EITHER SIDE OF ALL UTILITY TRENCHES. INSTALL EXPANSION JOINTS EVERY 50 FT. AND SAW-CUT CONSTRUCTION JOINTS EVERY 25 FT.

B6.12 CURB & GUTTER

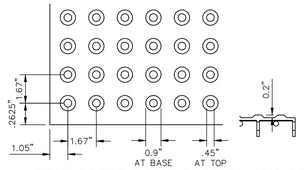
N.T.S.



RAMPS ADJACENT TO PAVEMENT

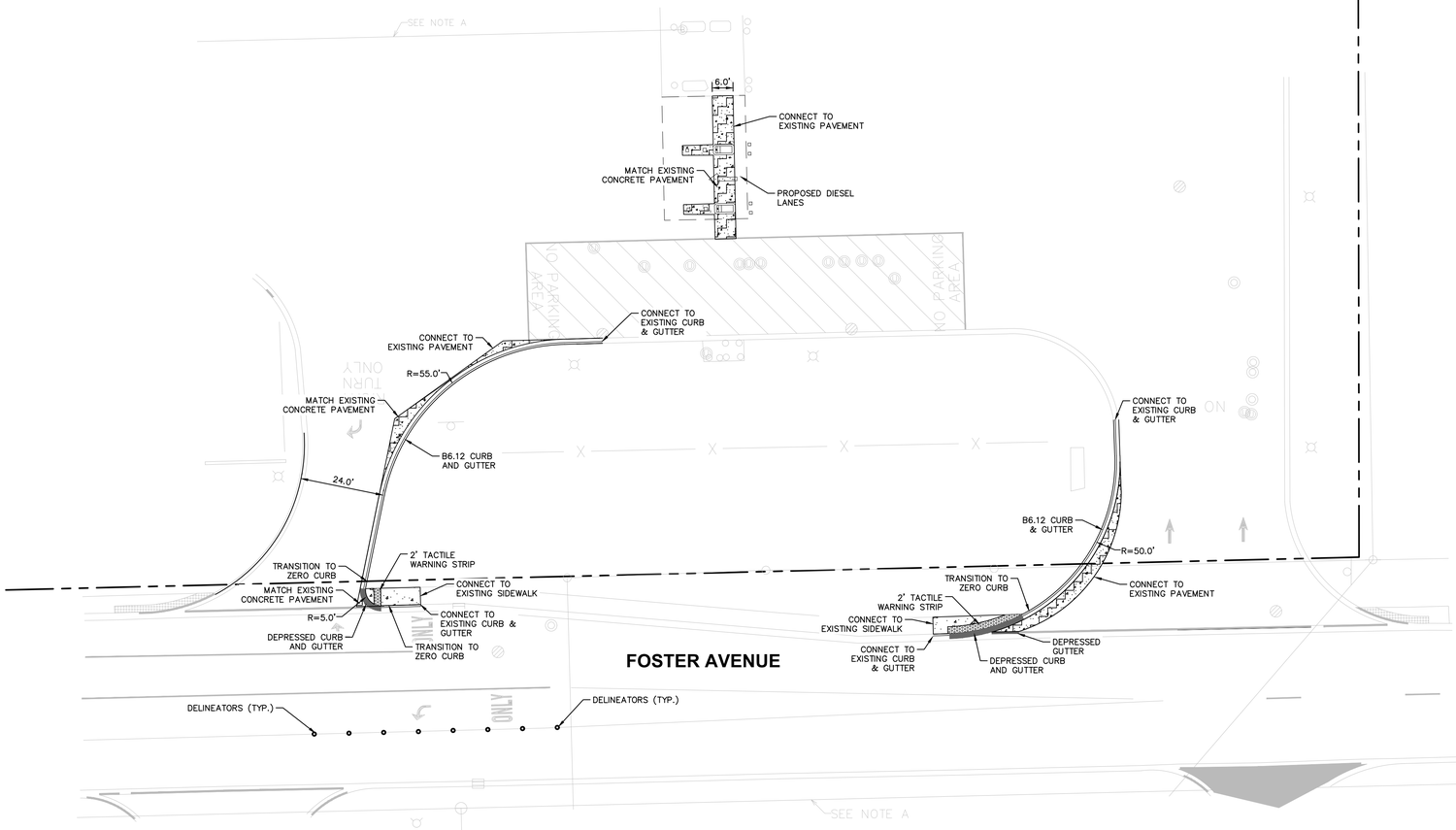
SIDEWALK AND SIDEWALK RAMPS

N.T.S.



TRUNCATED DOME SECTION AND DETAIL

N.T.S.



PAVING NOTES

*CONTRACTOR TO REMOVE AND DISPOSE OF CONCRETE PAVEMENT AS SHOWN. CONTRACTOR TO REPLACE PAVEMENT AS SHOWN PER HEAVY DUTY CONCRETE PAVEMENT SECTION DETAIL AND SEAL EDGES OF REPAIR LIMITS WITH A CONCRETE JOINT SEALANT MATERIAL PER IDOT STANDARDS.

Call Before You Dig JULIE 1-800-892-0123

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

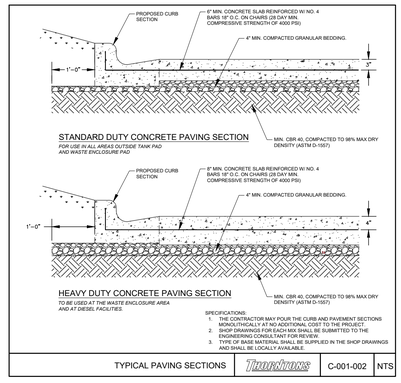
PAVING AND CURB LEGEND

CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION

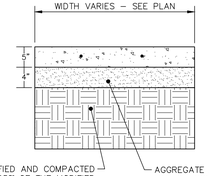
HEAVY DUTY CONCRETE PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION

STANDARD PITCH CONCRETE CURB AND GUTTER

CONCRETE DEPRESSED CURB AND GUTTER



TYPICAL PAVING SECTIONS	Thorntons	C-001-002	NTS



NOTES:

1. ALL SIDEWALK SHALL BE CONSTRUCTED WITH CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 14 DAYS.
2. PROVIDE 1/2" EXPANSION JOINTS AT 20', MAXIMUM, SPACING AND FILLED WITH PREMOLDED BITUMINOUS EXPANSION JOINT FILLER MATERIAL OR REDWOOD. EXPANSION JOINTS SHALL HAVE #4 DOWELS, LUBRICATED, 18" LONG, AT 12" CENTERS, 6" FROM EDGE.
3. PROVIDE 3/8" GROOVED CONTROL JOINTS AT 5' CENTERS.
4. WELDED WIRE FABRIC (6X6-6X6) SHALL BE INSTALLED THROUGH DRIVEWAYS AT 2" ABOVE SLAB BOTTOM.
5. PROVIDE 1/2" BITUMINOUS EXPANSION JOINT FILLER MATERIAL WHERE WALK ABUTS EXISTING IMPROVEMENTS AND AT ALL CHANGES IN GRADE
6. USE 2-#4 REINFORCING BARS, 10' LONG OVER ALL UTILITY TRENCHES FOR NEW SIDEWALK AND CONNECTIONS TO EXISTING SIDEWALK.
7. AT DRIVE APPROACHES, SIDEWALK PCC AND BASE THICKNESS SHALL MATCH THAT OF THE DRIVE.

CONCRETE SIDEWALK

N.T.S.

NO.	REVISIONS	DATE	BY

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SCALE: AS NOTED
DESIGNED BY: SMH
DRAWN BY: SMH
CHECKED BY: ET

Thorntons

SITE PLAN

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE: 03/01/2018

KHA PROJECT NO. 168281047

SHEET NUMBER

C2.0

Drawing name: K:\DHS_LDEV\168281047_Thorntons_BensenvilleIL\2 Design\CAD\PlanSheets\C2.0 - SITE PLAN.dwg C2.0 Mar 13, 2018 8:49am by Sean.Hickey
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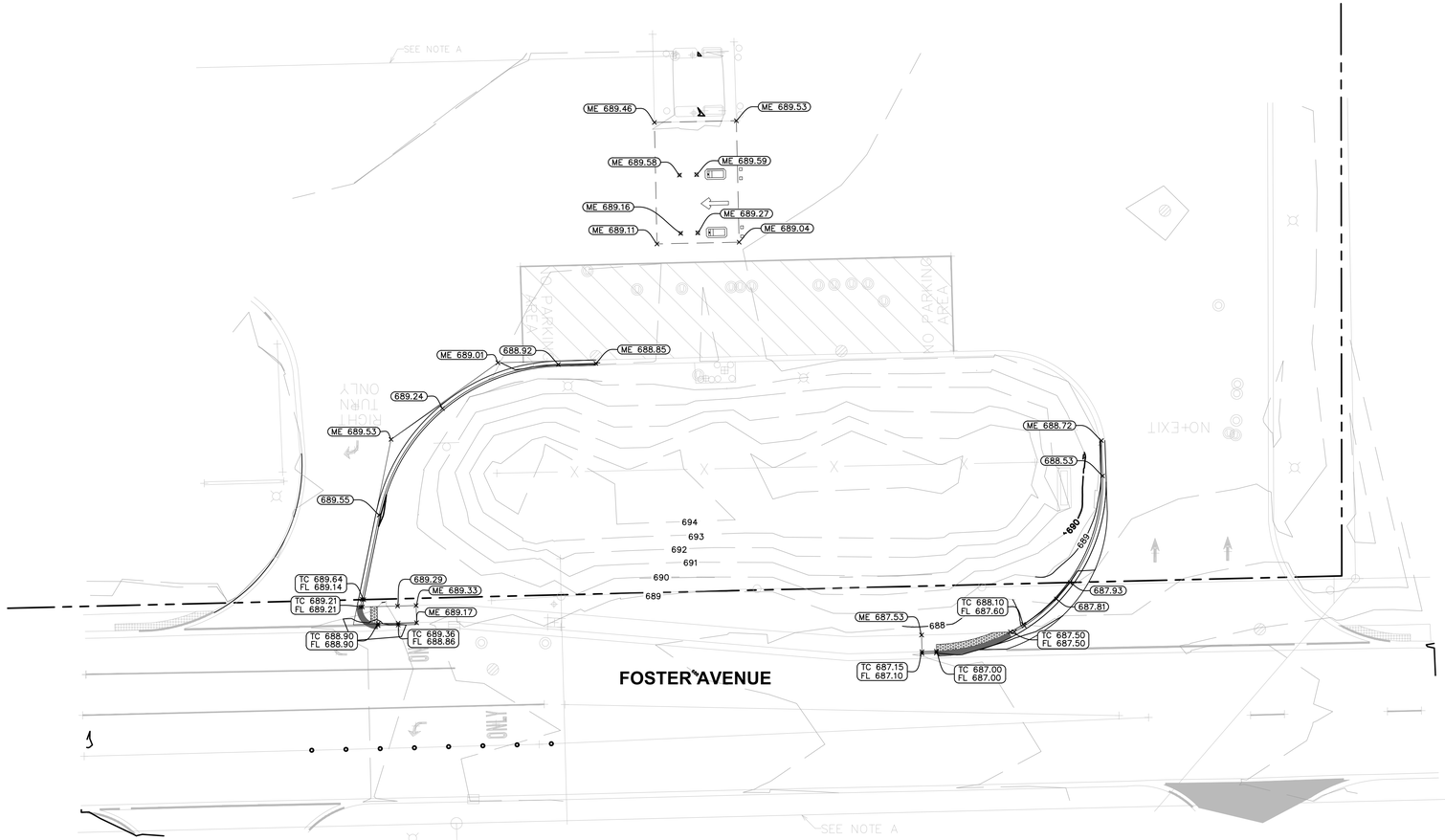

Call Before You Dig
JULIE
1-800-892-0123

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

GRADING NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
4. NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
5. MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
6. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES UNLESS OTHERWISE NOTED.
7. WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB, CONTRACTOR TO INSTALL REVERSE GUTTER PITCH.
8. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS.

GRADING LEGEND

FL = FLOW LINE
TC = TOP OF CURB
ME = MATCH ELEVATION
689 — PROPOSED CONTOUR
689 — EXISTING CONTOUR
PITCH CURB AND GUTTER

No.	REVISIONS	DATE	BY

Kimley»Horn

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WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: SMH
DRAWN BY: SMH
CHECKED BY: ET

THORNTONS

GRADING PLAN

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE: 03/01/2018
KHA PROJECT NO. 168281047
SHEET NUMBER
C3.0

Drawing name: K:\CHS_LDEV\168281047_Thorntons_Bensenville_IL\2 Design\CAD\PlanSheets\C3.0 - GRADING PLAN.dwg C3.0 Mar 13, 2018 8:49am by: Sean.Hickey
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N

SCALE 1" = 30'
0 30 60

LEGEND

- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- WATER MAIN
- GAS MAIN
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND CATV LINE
- OVERHEAD WIRE(S) ON UTILITY POLES
- FIBER OPTIC LINE
- RAILROAD
- FENCE
- GUARDRAIL
- EDGE OF WATER
- WETLAND LIMITS
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- INLET
- FLARED END SECTION
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE UPRIGHT
- ELECTRIC UPRIGHT
- CABLE TV UPRIGHT
- FIRE HYDRANT
- VALVE AND VAULT
- WATER VALVE
- B BOX
- AUXILIARY VALVE
- WELL
- GAS VALVE
- HAND HOLE
- STREET LIGHT (LP)
- UTILITY POLE (UP)
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL BOX
- SPRINKLER HEAD
- BOLLARD
- MAILBOX
- SIGN
- UNIDENTIFIED MANHOLE
- CONTOUR
- SPOT ELEVATION
- RIGHT-OF-WAY MONUMENT
- DISC
- IRON / STEEL ROD
- IRON PIPE
- CUT CROSS
- PK / MAG NAIL
- RAILROAD SPIKE
- SOIL BORING
- TREE WITH SIZE
- FIR TREE WITH SIZE
- BUSH
- ASPHALT
- CONCRETE
- GRAVEL

NOTE:

UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE, IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.

ADDITIONAL UNDERGROUND UTILITIES MAY EXIST THAT DO NOT FALL UNDER THE JURISDICTION OF J.U.L.I.E. OR UTILITIES MAY BE PRESENT THAT WERE NOT MARKED PRIOR TO DATE OF FIELD SURVEY. CALL J.U.L.I.E. 1-800-892-0123 PRIOR TO DIGGING, OR FOR ADDITIONAL INFORMATION.

LAST DATE OF FIELD WORK: FEBRUARY 19, 2018.

NOTE A: APPROXIMATE LOCATION OF UNDERGROUND UTILITIES PER MARCHRIS ENGINEERING, LTD. GRADING AND UTILITY PLAN UNDER JOB NO. 12-010, DATED: 04/18/2013.

SITE BENCHMARK #2 BY OTHERS:
ARROW BOLT ON FIRE HYDRANT ON SIDE OF FOSTER AVENUE.
ELEVATION = 691.51

ADD 0.94 TO ELEVATIONS FOR NAVD88.

SITE BENCHMARK PER T.K.D LAND SURVEYORS, INC. TOPOGRAPHIC & BOUNDARY SURVEY PLAN UNDER ORDER NO. 12-046, DATED: 03/15/2012. FIELD WORK COMPLETED: 03/15/2012

PREPARED FOR:
Kimley»Horn

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LISLE, IL 60532
1001 WARRENVILLE ROAD, SUITE 350,

NO.	DATE	REMARKS

EXISTING CONDITIONS

THORNTONS
BENSENVILLE, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
SPACECO INC.

FILENAME: 8770.43TOPO-01
DATE: 02/27/2018
JOB NO. 8770.43
SHEET E1
1 OF 1

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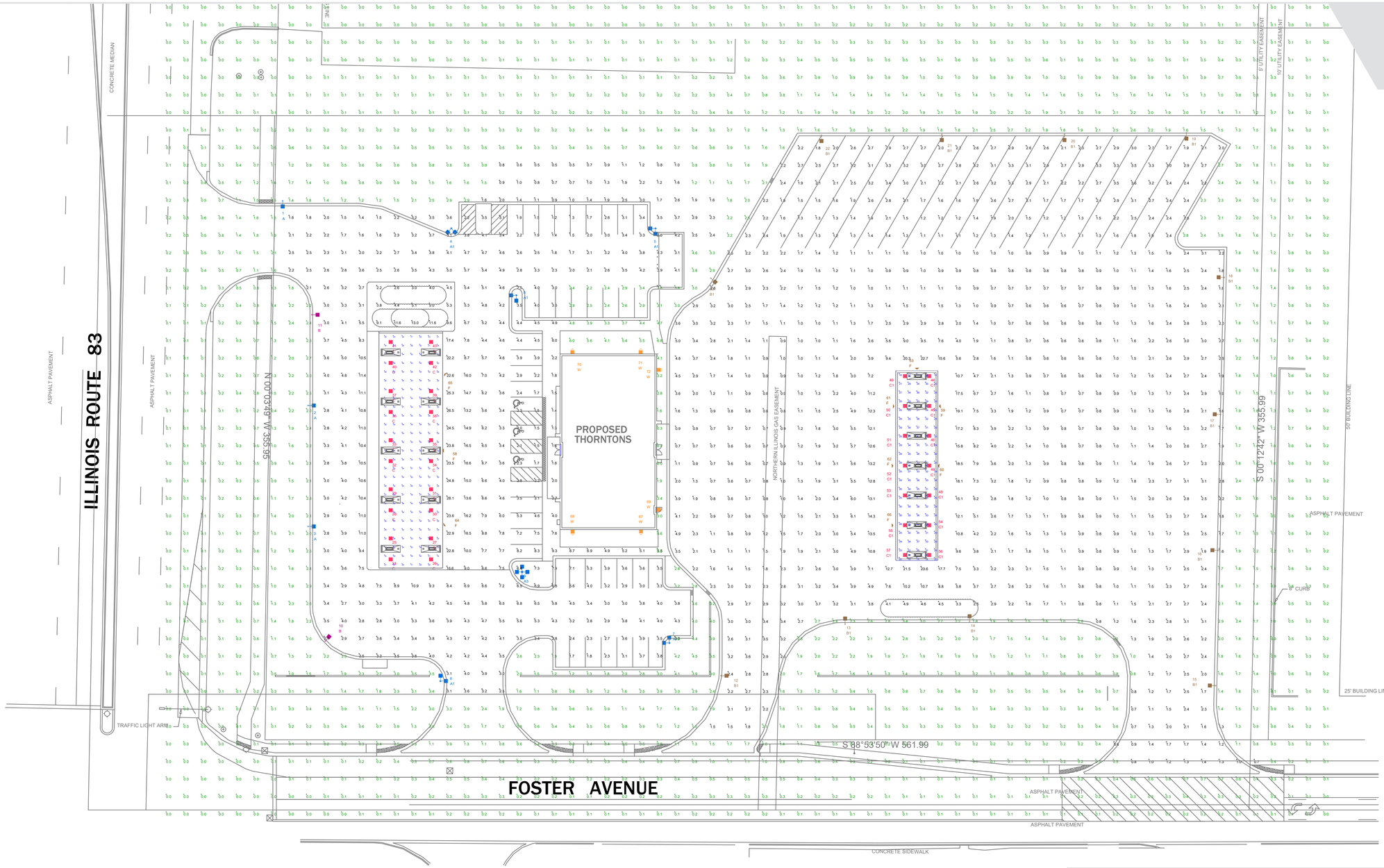

red leonard associates

1340 Kemper Meadow Dr. | Cincinnati, OH 45240 | 513-574-9500

www.redleonard.com

NOTES:
-FOOTCANDLE LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES
-FIXTURE TYPES "A" AND "B" ARE MOUNTED ON A 20' POLE ATOP A 3' HIGH CONCRETE FOUNTATION.
-FIXTURE TYPES "B1", AND "B2" ARE MOUNTED ON A 27' POLE ATOP A 3' HIGH CONCRETE FOUNTATION.

Luminaire Location Summary

LumNo	Label	MTG HEIGHT	Tilt
1	A	23	0
2	A	23	0
3	A	23	0
4	A1	23	0
5	A1	23	0
6	A1	23	0
7	A1	23	0
8	A1	23	0
9	A3	23	0
10	B	23	0
11	B	23	0
12	B1	30	0
13	B1	30	0
14	B1	30	0
15	B1	30	0
16	B1	30	0
17	B1	30	0
18	B1	30	0
19	B1	30	0
20	B1	30	0
21	B1	30	0
22	B1	30	0
23	B1	30	0
24	C	15	0
25	C	15	0
26	C	15	0
27	C	15	0
28	C	15	0
29	C	15	0
30	C	15	0
31	C	15	0
32	C	15	0
33	C	15	0
34	C	15	0
35	C	15	0
36	C	15	0
37	C	15	0
38	C	15	0
39	C	15	0
40	C	15	0
41	C	15	0
42	C	15	0
43	C	15	0
44	C1	16	0
45	C1	16	0
46	C1	16	0
47	C1	16	0
48	C1	16	0
49	C1	16	0
50	C1	16	0
51	C1	16	0
52	C1	16	0
53	C1	16	0
54	C1	16	0
55	C1	16	0
56	C1	16	0
57	C1	16	0
58	F	17	75.843
59	F	17	71.4
60	F	17	76.45
61	F	17	78.765
62	F	17	75.972
63	F	17	72.31
64	F	17	77.803
65	F	17	78.154
66	F	17	75.972
67	W	12	0
68	W	12	0
69	W	12	0
70	W	12	0
71	W	12	0
72	W	12	0

Calculation Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
RETAIL CAONOPY	28.14	37	17	1.66	2.18
RETAIL LOT PAVED AREA	4.87	28.1	0.5	9.74	56.20
TRUCK CANOPY	28.19	38	1	28.19	38.00
TRUCK LOT PAVED AREA	2.47	23.6	0.6	4.12	39.33
UNDEFINED AREA	0.77	6.8	0.0	N.A.	N.A.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lumens	LLF	Total Watts	Manufacturer	Description
	3	A	SINGLE	10026	0.910	399	BETALED, A DIVISION OF RUUD LIGHTING	ARE-EDG-3M-AA-08-E-UL-BK-525
	5	A1	2 @ 90 DEGREES	10026	0.910	1330	BETALED, A DIVISION OF RUUD LIGHTING	ARE-EDG-3M-AA-08-E-UL-BK-525
	1	A3	4 @ 90 DEGREES	10026	0.910	532	BETALED, A DIVISION OF RUUD LIGHTING	ARE-EDG-3M-AA-08-E-UL-BK-525
	2	B	SINGLE	10575	1.000	266	BETALED, A DIVISION OF RUUD LIGHTING	ARE-EDG-4M-AA-08-E-UL-BK-525
	12	B1	SINGLE	15823	1.000	2424	BETALED, A DIVISION OF RUUD LIGHTING	ARE-EDG-4M-AA-12-E-UL-BK-525
	20	C	SINGLE	12020	1.000	2606	BETALED, A DIVISION OF RUUD LIGHTING	CAN-304-SL-RS-06-E-UL-WH-700
	14	C1	SINGLE	12020	1.000	1824.2	BETALED, A DIVISION OF RUUD LIGHTING	CAN-304-SL-RS-06-E-UL-BK-700
	9	F	SINGLE	12636	1.000	1197	BETALED, A DIVISION OF RUUD LIGHTING	FLD-EDG-N6--AA-08-E-UL-WH-525
	6	W	SINGLE	5079	0.910	396	BETALED, A DIVISION OF RUUD LIGHTING	SEC-EDG-3M-WM-04-D-UL-BK-525

REV.	BY	DATE	DESCRIPTION
R1	TAS	11/6/13	UPDATED SITE PLAN
R2	TAS	11/12/13	UPDATED TRUCK CANOPYAND ADDED FLOODS
R4	TAS	6/16/14	REVISED FIXTURE LATOUT PER OWNER COMMENTS
R5	TAS	3/8/18	ADDED ADDTION ON TRUCK CANOPY

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SCALE: 1" = 30'

LAYOUT BY: TAS

DWG SIZE: D

DATE: 8/23/13

PROJECT NAME:
THORNTONS
BENSENVILLE, IL

DRAWING NUMBER:
RL-1438-S1-R4

rla

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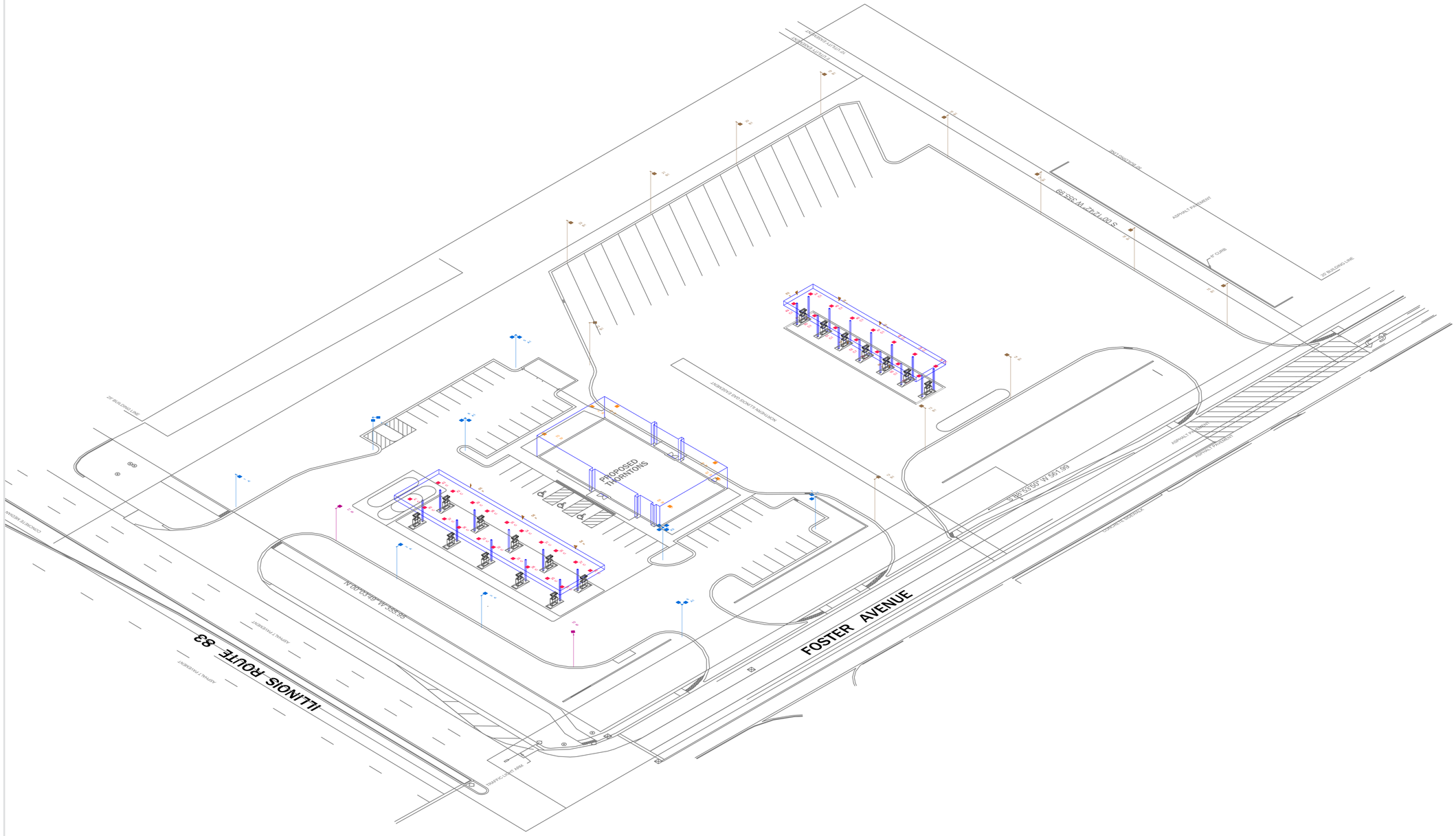
www.redleonard.com



REV.	BY	DATE	DESCRIPTION
R1	TAS	11/6/13	UPDATED SITE PLAN
R2	TAS	11/12/13	UPDATED TRUCK CANOPYAND ADDED FLOODS
R4	TAS	6/16/14	REVISED FIXTURE LATOUT PER OWNER COMMENTS
R5	TAS	3/8/18	ADDED ADDTION ON TRUCK CANOPY

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SCALE: NTS
LAYOUT BY: TAS
DWG SIZE: D
DATE: 8/23/13

PROJECT NAME:
THORNTONS
BENSENVILLE, IL
DRAWING NUMBER:
RL-1438-S1-R4

rla

THORNTONS STORE 314 DIESEL FUELING STATION EXPANSION

Traffic Impact Study

Bensenville, Illinois

March 2018

Prepared for:
Thorntons, Inc.

Kimley»Horn

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EXECUTIVE SUMMARY

Kimley-Horn and Associates, Inc., (Kimley-Horn) was retained by Thorntons, Inc., to perform a traffic impact study for a proposed expansion to Thorntons Store 314, located on the northeast quadrant of IL 83 (Busse Road) and Foster Avenue in Bensenville, Illinois. The expansion would add two diesel fueling positions to the existing diesel fueling station. Access to the diesel fueling area would be provided by two existing driveways, including an inbound-only driveway (Access A) and an outbound-only driveway (Access B). The diesel fueling area would continue to be separated from the retail gas station and convenience market by a raised curb; internal connectivity between the two uses is not proposed.

As part of this traffic impact study, existing and future traffic conditions were evaluated for the signalized intersection of IL 83/Foster Avenue. Traffic conditions were also evaluated for the existing site access driveways serving the diesel fueling station. The analysis of future conditions considers overall background growth and the addition of site-generated traffic.

Based on a review of future traffic conditions, site-generated traffic is not expected to materially impact the study intersections. The intersection of IL 83/Foster Avenue would operate with delay and 95th percentile queues similar to existing conditions. The site access driveways would operate with acceptable delay and 95th percentile queues for inbound and outbound traffic are projected to be approximately one vehicle or less.

Minor-leg stop control is recommended for outbound traffic at Access B. Additional details related to the improvements identified above are provided in the *Recommendations & Conclusions* section of this report.

1. INTRODUCTION

Kimley-Horn and Associates, Inc., (Kimley-Horn) was retained by Thorntons, Inc., to perform a traffic impact study for a proposed expansion to the existing Thorntons Store 314, located on the northeast quadrant of IL 83 (Busse Road) and Foster Avenue in Bensenville, Illinois. The proposed expansion would add two diesel fueling positions to the existing diesel fueling area; no changes to the retail gas station are proposed. Access to the diesel fueling area would continue to be provided by two existing driveways to Foster Avenue, including an inbound-only driveway (Access A) and an outbound-only driveway (Access B). An aerial view of the study location and the surrounding roadway network is presented in **Exhibit 1**.

As a part of this study, the existing network was analyzed to determine the current operations at the study intersections. Site trip generation characteristics were then established for the proposed diesel fueling expansion and added to background traffic volumes in order to assess the site's impact on the area roadway network. This report presents and documents Kimley-Horn's data collection, and summarizes the evaluation of existing and projected future traffic conditions on the surrounding roadways.

Kimley»Horn

EXHIBIT 1

SITE LOCATION MAP

2. EXISTING CONDITIONS

Kimley-Horn conducted a field visit to collect relevant information pertaining to existing land uses in the surrounding area, the adjacent street system, current traffic volumes and operating conditions, lane configurations and traffic controls at nearby intersections, and other key roadway characteristics. This section of the report details information on these existing conditions.

2.1. Area Land Uses & Connectivity

Located on the northeast quadrant of IL 83/Foster Avenue, the subject site is currently occupied by Thorntons Store 314, which includes a convenience market, retail fueling positions, and diesel fueling area. Retail gas stations are located on the northwest, southwest, and southeast quadrants of IL 83/Foster Avenue. Industrial uses are located to the north and east of the subject property. Single-family residences are generally located to the south and west. The site is in close proximity to O'Hare International Airport, located approximately two miles to the east. Access to IL 390 is provided at Thorndale Avenue, located less than one mile north of the subject property. Access to both Interstate 290 and Interstate 90 is provided less than three miles west and north of the site, respectively.

2.2. Existing Roadway Characteristics

Based on a field investigation within the study area, the following information was obtained about the existing roadway network.

IL 83 (Busse Road) is a north-south roadway that runs along the western boundary of the subject property. The Illinois Department of Transportation (IDOT) classifies IL 83 as a Principal Arterial roadway. IL 83 is also designated a Strategic Regional Arterial (SRA) by IDOT. The SRA system was established by IDOT to promote mobility on key routes throughout the Chicago area by applying various strategies, such as access control and limited signalization. Through the study area, IL 83 provides three travel lanes in each direction. At its signalized intersection with Foster Avenue, IL 83 provides a dedicated left-turn lane, two through lanes, and a shared through/right-turn lane on each leg. A speed limit of 45 miles per hour (MPH) is posted within the study area. IL 83 is under IDOT jurisdiction.

Foster Avenue is an east-west roadway that runs along the southern boundary of the site. This roadway is classified by IDOT as a Major Collector east of IL 83 and as a Minor Collector west of IL 83. At its signalized intersection with IL 83, Foster Avenue provides a dedicated left-turn lane, a shared through/right-turn lane on the west leg. On the east leg, Foster Avenue provides a dedicated left-turn lane, one through lane, and a dedicated right-turn lane. A speed limit of 25 MPH is posted within the study area. Foster Avenue is under the jurisdiction of the Village of Bensenville.

Thorntons Diesel Inbound Driveway **(Access A)** provides access to the diesel fueling station via Foster Avenue. The driveway provides two inbound lanes for truck traffic. A speed limit of 25 MPH is assumed for the purposes of this study.

Thorntons Diesel Outbound Driveway **(Access B)** provides access to Foster Avenue from the diesel fueling station. The driveway provides a single right-turn only lane for outbound truck traffic. A speed limit of 25 MPH is assumed for the purposes of this study. Minor-leg stop-control is also assumed for this study.

Private Driveways are located opposite both Access A and Access B. The west driveway, located opposite Access B, provides access to a gas station with convenience market. The east driveway, located opposite Access A, provides access to an industrial warehouse development. Each driveway provides a single outbound lane and one receiving lane. For purposes of this analysis, a speed limit of 25 MPH is assumed for each private driveway. Minor-leg stop-control is also assumed for this study.

2.3. Data Collection

To provide a basis for the trip generation study, turning movement count data was collected at the following intersections within the study area:

- IL 83 (Busse Road) / Foster Avenue
- Foster Avenue / Access A (Inbound)
- Foster Avenue / Access B (Outbound)

The counts were performed during the weekday morning and evening peak periods (7:00-9:00AM and 4:00-6:00PM, respectively). Additional turning movement counts were performed during the Saturday midday peak period (11:00AM-1:00PM). This data indicates that peak traffic volumes occur within the study area from 7:45-8:45AM and 4:15-5:15PM during the weekday, and from 11:30AM-12:30PM on Saturday. Existing peak hour vehicle traffic volumes are presented in **Exhibit 2**.

As shown, IL 83 is heavily traveled, especially during weekday morning and evening peaks. A commuter pattern to the industrial area north of the study area can be denoted, with a higher volume of traffic traveling northbound on IL 83 in the morning, and conversely, a higher volume of traffic in the southbound direction in the evening. At Access B, less than five (5) outbound left-turn vehicles were observed during the weekday peak hours. Access B is an outbound right-turn-only driveway; therefore, for purposes of this analysis, the left-turn vehicles were added to the outbound right-turn movement.

Kimley»Horn

EXHIBIT 2

EXISTING (YEAR 2018) TRAFFIC VOLUMES

2.4. Existing Capacity Analyses

Synchro software was used to evaluate existing capacity at the study intersections during the weekday and Saturday peak hours. The capacity of an intersection quantifies its ability to accommodate traffic volumes and is expressed in terms of level of service (LOS), measured in average delay per vehicle. LOS grades range from A to F, with LOS A as the highest (best traffic flow and least delay), LOS E as saturated or at-capacity conditions, and LOS F as the lowest (oversaturated conditions). The lowest LOS grade typically accepted by jurisdictional transportation agencies in Northeastern Illinois is LOS D.

The LOS grades shown below, which are provided in the Transportation Research Board's Highway Capacity Manual (HCM), quantify and categorize the driver's discomfort, frustration, fuel consumption, and travel times experienced as a result of intersection control and the resulting traffic queuing. A detailed description of each LOS rating can be found in **Table 2.1**.

Table 2.1. Level of Service Grading Descriptions[1]

Level of Service	Description
A	Minimal control delay; traffic operates at primarily free-flow conditions; unimpeded movement within traffic stream.
B	Minor control delay at signalized intersections; traffic operates at a fairly unimpeded level with slightly restricted movement within traffic stream.
C	Moderate control delay; movement within traffic stream more restricted than at LOS B; formation of queues contributes to lower average travel speeds.
D	Considerable control delay that may be substantially increased by small increases in flow; average travel speeds continue to decrease.
E	High control delay; average travel speed no more than 33 percent of free flow speed.
F	Extremely high control delay; extensive queuing and high volumes create exceedingly restricted traffic flow.

[1] Highway Capacity Manual 2010

The range of control delay for each rating (as detailed in the HCM) is shown in **Table 2.2**. Because signalized intersections are expected to carry a larger volume of vehicles and stopping is required during red time, note that higher delays are tolerated for the corresponding LOS ratings.

Table 2.2. Level of Service Grading Criteria[1]

Level of Service	Average Control Delay (s/veh) at:	
	Unsignalized Intersections	Signalized Intersections
A	0 – 10	0 – 10
B	> 10 – 15	> 10 – 20
C	> 15 – 25	> 20 – 35
D	> 25 – 35	> 35 – 55
E	> 35 – 50	> 55 – 80
F[2]	> 50	> 80

[1] Highway Capacity Manual 2010

[2] All movements with a Volume to Capacity (v/C) ratio greater than 1 receive a rating of LOS F.

Based on these standards, capacity results were identified for the study intersections under existing conditions. In order to evaluate existing traffic operation, the signal timings for the IL 83/Foster Avenue intersection were obtained from IDOT and verified during field observations. Per IDOT requirements, right-turn on red (RTOR) movements were excluded from the capacity analysis.

The results of capacity analysis for existing conditions are summarized in **Table 2.3**. In this table, operation on each approach is quantified according to the average delay per vehicle and the corresponding level of service. Overall intersection operations are also reported for the signalized intersection of IL 83/Foster Avenue. The results for the unsignalized intersection are based on Synchro's HCM 2010 reports. For the signalized intersection of IL 83/Foster Avenue, the HCM 2010 report is unable to produce capacity results due to the presence of U-turn volumes on the southbound approach. For purposes of this analysis, the capacity results for the intersection of IL 83/Foster Avenue are based on the Synchro Lanes, Volumes, Timings report.

Table 2.3. Existing (Year 2018) Levels of Service

Intersection	Weekday AM Peak Hour		Weekday PM Peak Hour		Saturday Midday Peak Hour	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
IL 83 / Foster Avenue ★						
Eastbound	79	E[1]	>120	F	52	D[3]
Westbound	66	E	61	E	35-	C
Northbound	41	D[2]	38	D[2]	25	C[4]
Southbound	42	D[2]	51	D[2]	24	C[4]
Intersection	*46*	*D*	*71*	*E*	*28*	*C*
Foster Avenue / Access A (Inbound) △						
Northbound	13	B	15+	C	10+	B
Eastbound (Left)	9	A	11	B	9	A
Westbound (Left)	8	A	8	A	8	A
Foster Avenue / Access B (Outbound) △						
Northbound	14	B	13	B	10+	B
Southbound (Right)	11	B	16	C	10-	A
Westbound (Left)	8	A	8	A	8	A

★ – Signalized Intersection △ – Minor-Leg Stop-Controlled Intersection

[1] Thru movement operates at LOS F.

[2] Left-turn movement operates at LOS F.

[3] Thru movement operates at LOS E.

[4] Left-turn movement operates at LOS E.

The intersection of IL 83/Foster Avenue is shown to operate at an overall LOS D during the weekday morning peak hour and LOS E during the weekday evening peak hour. During the Saturday midday peak hour, the intersection operates at an overall LOS C. During each peak hour analyzed, the northbound and southbound approaches operate at LOS D or better. During the weekday morning and evening peak hours, the eastbound and westbound approaches operate at LOS E or LOS F. The high delay experienced during the weekday peak hours is largely a function of the relatively long cycle length (150 seconds) and priority given to north-south traffic on IL 83. As a result, long periods of green time are allocated to the north-south through movements and the minor street approaches receive relatively short green times. During the morning peak hour, the 95th percentile queues estimated for the westbound right-turn and southbound left-turn movements exceed the available storage. During the evening peak hour, the 95th percentile queue estimated for the westbound left-turn movement exceeds the available storage. Based on field observations, traffic observed on each leg was generally serviced within a single signal phase.

Existing traffic operation at the access driveways is shown to be acceptable with LOS C or better on all approaches for each peak hour analyzed. At Access A, the estimated 95th percentile queue for the eastbound left-turn movement is approximately one vehicle or less during the peak hours. At Access B, the estimated 95th percentile queue for outbound truck traffic is approximately one vehicle or less during each peak hour.

3. FUTURE CONDITIONS

This section of the report outlines the proposed site plan, summarizes site-specific traffic characteristics, and develops future traffic projections for analysis.

3.1. Development Characteristics & Site Access

The proposed expansion would provide two additional diesel fueling positions to the existing diesel fueling area; no changes are proposed for the retail gas station and convenience market. Access to the diesel fueling area would continue to be provided by two existing access driveways to Foster Avenue, including an inbound-only driveway (Access A) and an outbound-only driveway (Access B). The diesel fueling area would continue to be separated from the retail gas station area and convenience market by a raised curb; internal connectivity between the two uses is not proposed. The proposed expansion is depicted in the concept site plan included in the study appendix.

3.2. Trip Generation

Based on the nature of diesel fueling positions, the proposed site expansion was assumed to only generate truck traffic. Because ITE Trip Generation 10th Edition does not provide data specific to diesel fueling stations, Kimley-Horn derived peak hour truck demand based on the traffic counts conducted at Access A and Access B. As shown in Table 3.1 below, the existing diesel fueling station generates a total of 75 trips (40 inbound, 35 outbound) during the morning peak hour and 65 trips (40 inbound, 25 outbound) during the evening peak hour. During the Saturday midday peak hour, a total of 30 trips (15 inbound, 15 outbound) are generated.

Table 3.1. Empirical Peak Hour Trip Generation[1]

Land Use	Unit	Weekday						Saturday		
		AM Peak Hour			PM Peak Hour			Midday Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
Existing Diesel Fueling Area	6 fueling positions	40	35	75	40	25	65	15	15	30

[1] Peak hour trips rounded to the nearest multiple of five.

In order to evaluate the trip generation for the two additional diesel fueling positions, an empirical trip generation rate was derived from the existing count data. Per these assumptions, site-generated traffic projections are presented in **Table 3.2**. As shown in the table, two additional diesel fueling positions are expected to generate approximately 25 trips (15 inbound, 10 outbound) during the morning peak hour, 20 trips (10 inbound, 10 outbound) during the evening peak hour, and 10 trips (5 inbound, 5 outbound) during the Saturday midday peak hour. It is assumed for the purpose of this study that site-generated trucks will be new trips at the study intersections.

Table 3.2. Site-Generated Traffic Projections[1]

Land Use	Unit	Weekday							Saturday		
		Daily	AM Peak Hour			PM Peak Hour			Midday Peak Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Diesel Fueling Area	2 fueling positions	395[2]	15	10	25	10	10	20	5	5	10
Total New Trips		395	15	10	25	10	10	20	5	5	10

[1] Peak hour trips rounded to the nearest multiple of five.

[2] Empirical daily trip generation not available. Daily trips estimated based on ratio of trip generation rates provided for the Daily and peak hours (AM and PM Peak Hours of Adjacent Street Traffic) provided by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition for Land Use Code 945, Gasolin/Service Station With Convenience Market.

Directional Distribution

The estimated distribution of site-generated traffic on the surrounding roadway network as it approaches and departs the site is a function of several variables, such as the nature of surrounding land uses, prevailing traffic volumes/patterns, characteristics of the street system, and the ease with which motorists can travel over various sections of that system. Based on a review of existing truck volumes at the intersection of IL 83/Foster Avenue, truck traffic is generally evenly distributed northbound and southbound on IL 83. For the purposes of this study, the trip distribution was evenly distributed from the north and south on IL 83. Where the trip generation was five vehicles, truck traffic was assumed to originate north of the site, where industrial warehouses are more prominent and access to the regional transportation network is provided. Based on the assumed trip distribution, the site trip assignment is illustrated in **Exhibit 3**.

Kimley»Horn

EXHIBIT 3

SITE TRIP ASSIGNMENT

3.3. Future Capacity Analysis

The proposed expansion is expected to be constructed by Year 2018; Kimley-Horn therefore evaluated future traffic conditions for a Year 2023 design horizon (build-plus-five conditions, per typical IDOT requirements). Based on information received from the Chicago Metropolitan Agency for Planning (CMAP), traffic growth on Foster Avenue east of IL 83 is projected at a compounded rate of roughly 0.18 percent annually through Year 2040, while traffic growth west of IL 83 is projected at a compound rate of 0.24 annually. Traffic growth on IL 83 at Foster Avenue is projected at a compound rate of approximately 0.08 annually. For purposes of a conservative analysis, an annual growth rate of 0.24 percent was applied to existing traffic volumes on IL 83 and Foster Avenue; background traffic growth was not applied to access driveways. The projected background traffic volumes are depicted in **Exhibit 4**.

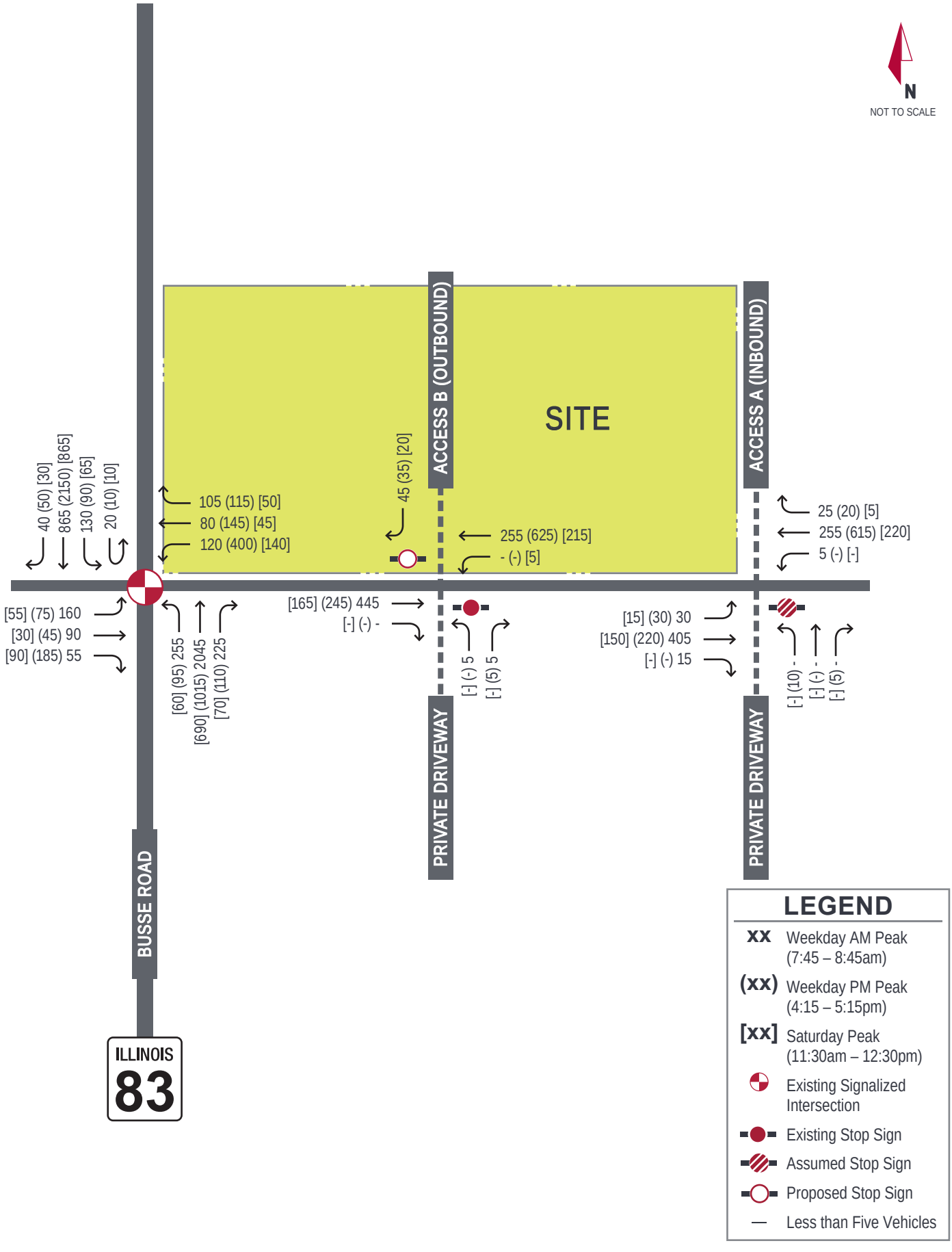
Total traffic projections for Year 2023 were calculated by adding site trips (Exhibit 3) to background traffic projections (Exhibit 4). Traffic projections for the Year 2023 future build scenario are illustrated in **Exhibit 5**.

Based on a review of existing conditions, minor-leg stop control should be posted for outbound traffic at Access B. Based on this assumption, future capacity results for the build condition are provided in **Table 3.3.** Similar to the existing capacity analysis, the results for the unsignalized intersection are based on Synchro's HCM 2010 reports. For the signalized intersection of IL 83/Foster Avenue, the HCM 2010 report is unable to produce capacity results due to the presence of U-turn volumes on the southbound approach. For purposes of this analysis, the capacity results for the intersection of IL 83/Foster Avenue are based on the Synchro Lanes, Volumes, Timings report.

Kimley»Horn

EXHIBIT 4

BACKGROUND (2023) TRAFFIC PROJECTIONS



Kimley»Horn

EXHIBIT 5

FUTURE BUILD (2023) TRAFFIC PROJECTIONS

Table 3.3. Future (Year 2023) Levels of Service

Intersection	Weekday AM Peak Hour		Weekday PM Peak Hour		Saturday Midday Peak Hour	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
IL 83 / Foster Avenue ★						
Eastbound	79	E[1]	>120	F	53	D[3]
Westbound	67	E	64	E	34	C
Northbound	43	D[2]	38	D[2]	25	C[4]
Southbound	48	D[2]	54	D[2]	25	C[4]
Intersection	*49*	*D*	*75*	*E*	*28*	*C*
Foster Avenue / Access A △						
Northbound	13	B	16	C	10+	B
Eastbound (Left)	9	A	11	B	9	A
Westbound (Left)	8	A	8	A	8	A
Foster Avenue / Access B △						
Northbound	15	B	12	B	11	B
Southbound (Right)	12	B	17	C	10-	A
Westbound (Left)	8	A	8	A	8	A

★ – Signalized Intersection △ – Minor-Leg Stop-Controlled Intersection

[1] Thru movement operates at LOS F.

[2] Left-turn movement operates at LOS F.

[3] Thru movement operates at LOS E.

[4] Left-turn movement operates at LOS E.

With the addition of background traffic growth and site-generated traffic, the study intersections are expected to operate with similar delay as compared to existing conditions. Site-generated traffic is not expected to materially impact delay at the study intersections. Furthermore, the projected 95th percentile queues at the intersection of IL 83/Foster Avenue are expected to be similar to existing conditions. At Access A, the 95th percentile queue for the eastbound left-turn movement is projected to be approximately one vehicle or less during the peak hours. At Access B, the 95th percentile queue for outbound traffic is projected to be approximately one vehicle or less during each peak hour analyzed.

4. RECOMMENDATIONS & CONCLUSIONS

Based on an evaluation of existing and future conditions, the proposed expansion to the existing diesel fueling area is not expected to materially impact traffic operation at the signalized intersection of IL 83/Foster Avenue or the site access driveways. Based on a review of existing and future traffic conditions, minor-leg stop control is recommended for outbound traffic at Access B.

Several additional items should be taken into consideration when preparing the site development plans. While vertical sight distance appears to be adequate within the study area, care should be taken with landscaping, signage, and monumentation at the site access locations to ensure that adequate horizontal sight distance is provided from the new stop bar. If alterations to the site plan or land use should occur, changes to the analysis provided within this traffic impact study may be needed.

APPENDIX

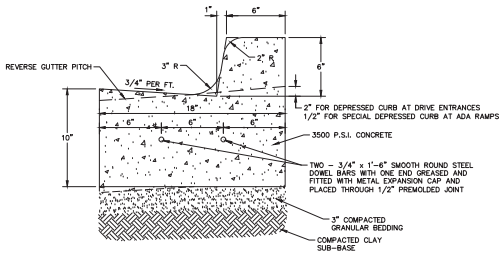
Conceptual Site Plan

Existing Synchro Capacity Reports

Future Synchro Capacity Reports

Traffic Count Data

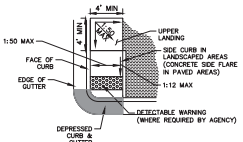
CONCEPTUAL SITE PLAN



NOTES: USE TWO – #5 REBARS FOR 10 L.F. ON EITHER SIDE OF ALL UTILITY TRENCHES. INSTALL EXPANSION JOINTS EVERY 50 FT. AND SAW–CUT CONSTRUCTION JOINTS EVERY 25 FT.

B6.12 CURB & GUTTER

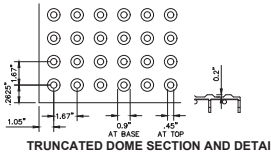
N.T.S.



RAMPS ADJACENT TO PAVEMENT

SIDEWALK AND SIDEWALK RAMPS

N.T.S.



TRUNCATED DOME SECTION AND DETAIL

N.T.S.

Call Before You Dig
JULIE
1-800-892-0123

NORTH

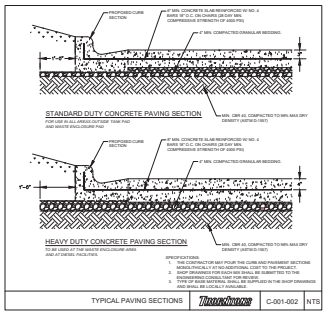
GRAPHIC SCALE IN FEET
0 10 20 40

GENERAL NOTES

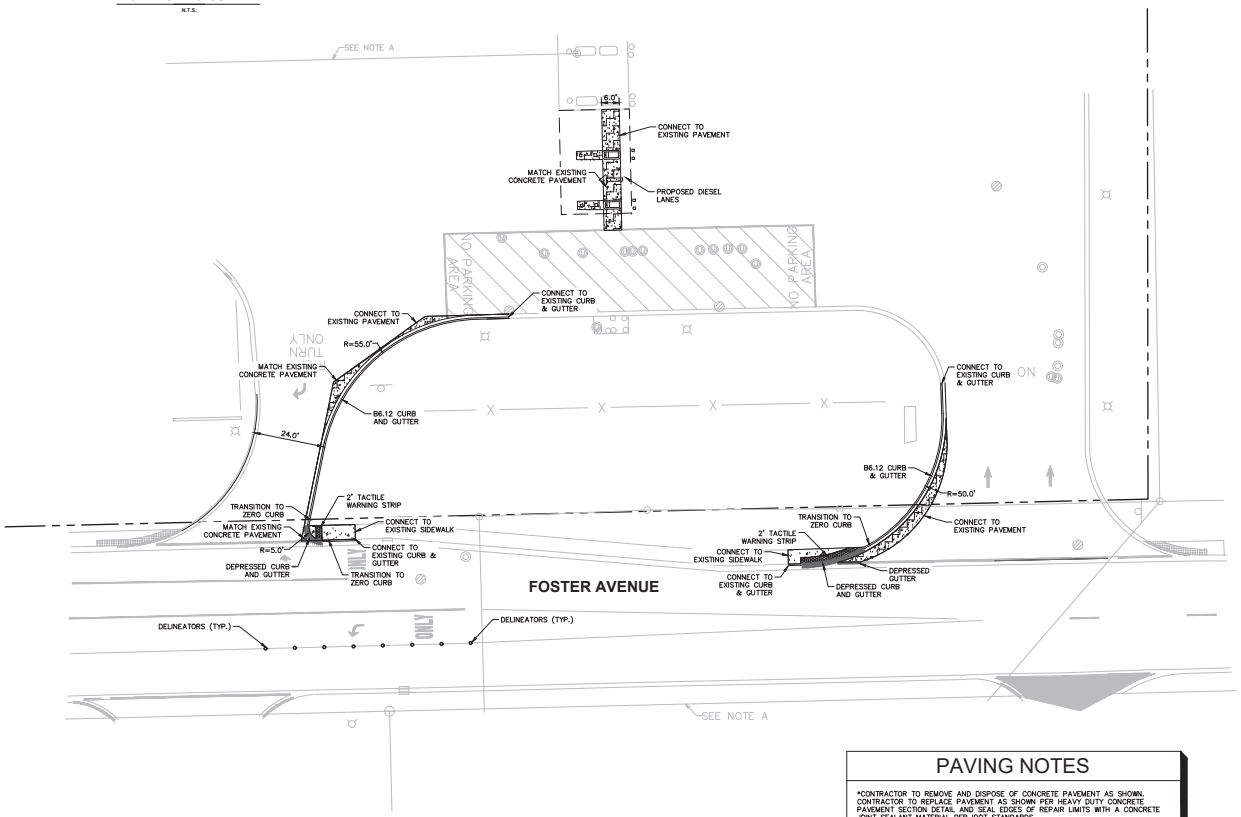
1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3–FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON–SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

PAVING AND CURB LEGEND

- CONCRETE SIDEWALK — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY CONCRETE PAVEMENT — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- STANDARD PITCH CONCRETE CURB AND GUTTER
- CONCRETE DEPRESSED CURB AND GUTTER

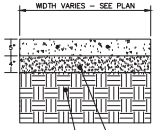


TYPICAL PAVING SECTIONS | Thornton | C-001-002 | NTS



PAVING NOTES

*CONTRACTOR TO REMOVE AND DISPOSE OF CONCRETE PAVEMENT AS SHOWN. CONTRACTOR TO REPLACE PAVEMENT AS SHOWN PER HEAVY DUTY CONCRETE PAVEMENT SECTION DETAIL AND SEAL EDGES OF REPAIR LIMITS WITH A CONCRETE JOINT SEALANT MATERIAL PER IDOT STANDARDS.



NOTES:

1. ALL SIDEWALK SHALL BE CONSTRUCTED WITH CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 14 DAYS.
2. PROVIDE 1/2" EXPANSION JOINTS AT 20', MAXIMUM, SPACING AND FILLED WITH PREMOLDED BITUMINOUS EXPANSION JOINT FILLER MATERIAL OR REDWOOD. EXPANSION JOINTS SHALL HAVE #4 DOWELS, LUBRICATED, 18" LONG, AT 12" CENTERS, 6" FROM EDGE.
3. PROVIDE 3/8" GROOVED CONTROL JOINTS AT 5' CENTERS.
4. WELDED WIRE FABRIC (6X6–6X6) SHALL BE INSTALLED THROUGH DRIVEWAYS AT 2" ABOVE SLAB BOTTOM.
5. PROVIDE 1/2" BITUMINOUS EXPANSION JOINT FILLER MATERIAL WHERE WALK ABUTS EXISTING IMPROVEMENTS AND AT ALL CHANGES IN GRADE
6. USE 2–#4 REINFORCING BARS, 10' LONG OVER ALL UTILITY TRENCHES FOR NEW SIDEWALK AND CONNECTIONS TO EXISTING SIDEWALK.
7. AT DRIVE APPROACHES, SIDEWALK PCC AND BASE THICKNESS SHALL MATCH THAT OF THE DRIVE.

CONCRETE SIDEWALK

N.T.S.

Drawing name: K:\CHS_LIB\KA\168281047 _Thorntons_Bensenville_IL\2 Design\CAD\PrintSheets\C2.0 – SITE PLAN.dwg C2.0 Mar 13, 2018, 8:49am by: Sean.Hickey
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No.	REVISIONS	DATE	BY

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SCALE: AS NOTED | DESIGNED BY: SMH | DRAWN BY: SMH | CHECKED BY: ET

Thorntons

SITE PLAN

THORNTONS #314
601 IL–83
BENSENVILLE, ILLINOIS 60106

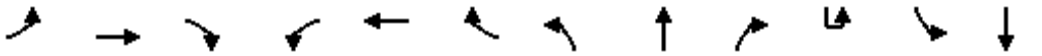
ORIGINAL ISSUE: 03/01/2018
KHA PROJECT NO. 168281047
SHEET NUMBER
C2.0

EXISTING SYNCHRO CAPACITY REPORTS

Weekday Morning Peak Hour

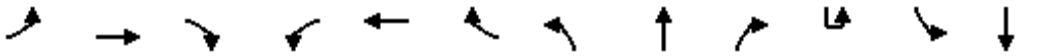
Weekday Evening Peak Hour

Saturday Midday Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	160	90	55	110	80	100	250	2020	215	20	120	855
Future Volume (vph)	160	90	55	110	80	100	250	2020	215	20	120	855
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	130		0	325		300	550		0		310	
Storage Lanes	1		0	1		1	1		0		1	
Taper Length (ft)	100			175			155				155	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91
Frt		0.943				0.850		0.986				0.993
Flt Protected	0.950			0.950			0.950				0.950	
Satd. Flow (prot)	1736	1712	0	1211	1923	1188	1770	4645	0	0	1376	4218
Flt Permitted	0.585			0.479			0.950				0.950	
Satd. Flow (perm)	1069	1712	0	611	1923	1188	1770	4645	0	0	1376	4218
Right Turn on Red			No			No			No			
Satd. Flow (RTOR)												
Link Speed (mph)		25			25			45				45
Link Distance (ft)		623			345			576				565
Travel Time (s)		17.0			9.4			8.7				8.6
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	4%	2%	9%	49%	4%	36%	2%	10%	11%	2%	36%	23%
Adj. Flow (vph)	168	95	58	116	84	105	263	2126	226	21	126	900
Shared Lane Traffic (%)												
Lane Group Flow (vph)	168	153	0	116	84	105	263	2352	0	0	147	942
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		12			12			22				22
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			16				16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors	1	2		1	2	1	1	2		1	1	2
Detector Template	Left	Thru		Left	Thru	Right	Left	Thru		Left	Left	Thru
Leading Detector (ft)	20	100		20	100	20	20	100		20	20	100
Trailing Detector (ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6	20	20	6		20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94				94
Detector 2 Size(ft)		6			6			6				6
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0				0.0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	Prot	NA		Prot	Prot	NA
Protected Phases	7	4		3	8	1!	5	2		1!	1	6

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	40
Future Volume (vph)	40
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	0.91
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	No
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	3%
Adj. Flow (vph)	42
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Permitted Phases	4			8		8						
Detector Phase	7	4		3	8	1	5	2		1	1	6
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0	3.0	3.0	15.0		3.0	3.0	15.0
Minimum Split (s)	7.0	51.5		7.0	14.5	7.5	7.5	30.5		7.5	7.5	21.5
Total Split (s)	21.0	22.0		18.0	19.0	20.0	34.0	90.0		20.0	20.0	76.0
Total Split (%)	14.0%	14.7%		12.0%	12.7%	13.3%	22.7%	60.0%		13.3%	13.3%	50.7%
Maximum Green (s)	17.0	15.5		14.0	12.5	15.5	29.5	83.5		15.5	15.5	69.5
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	3.5	4.5
All-Red Time (s)	0.5	2.0		0.5	2.0	1.0	1.0	2.0		1.0	1.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Lost Time (s)	4.0	6.5		4.0	6.5	4.5	4.5	6.5			4.5	6.5
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lead	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	4.0	5.0		4.0	5.0	4.0	4.0	7.0		4.0	4.0	7.0
Recall Mode	Min	Min		Min	Min	Min	Min	C-Min		Min	Min	C-Min
Walk Time (s)		10.0						7.0				
Flash Dont Walk (s)		35.0						17.0				
Pedestrian Calls (#/hr)		0						0				
Act Effct Green (s)	34.0	15.5		29.1	13.1	35.6	26.6	83.5			16.0	72.9
Actuated g/C Ratio	0.23	0.10		0.19	0.09	0.24	0.18	0.56			0.11	0.49
v/c Ratio	0.54	0.86		0.67	0.50	0.37	0.84	0.91			1.01	0.46
Control Delay	55.3	105.4		69.2	76.6	53.0	82.2	36.3			140.8	27.0
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	55.3	105.4		69.2	76.6	53.0	82.2	36.3			140.8	27.0
LOS	E	F		E	E	D	F	D			F	C
Approach Delay		79.2			65.7			41.0				42.3
Approach LOS		E			E			D				D
90th %ile Green (s)	17.0	15.5		14.0	12.5	15.5	29.5	83.5		15.5	15.5	69.5
90th %ile Term Code	Max	Max		Max	Max	Max	Max	Coord		Max	Max	Coord
70th %ile Green (s)	17.0	15.5		14.0	12.5	15.5	29.5	83.5		15.5	15.5	69.5
70th %ile Term Code	Max	Max		Max	Max	Max	Max	Coord		Max	Max	Coord
50th %ile Green (s)	17.0	15.5		14.0	12.5	15.5	28.5	83.5		15.5	15.5	70.5
50th %ile Term Code	Max	Max		Max	Max	Max	Gap	Coord		Max	Max	Coord
30th %ile Green (s)	16.1	15.5		14.0	13.4	15.5	25.1	83.5		15.5	15.5	73.9
30th %ile Term Code	Gap	Max		Max	Hold	Max	Gap	Coord		Max	Max	Coord
10th %ile Green (s)	12.6	15.7		11.5	14.6	17.8	20.2	83.5		17.8	17.8	81.1
10th %ile Term Code	Gap	Gap		Gap	Hold	Max	Gap	Coord		Max	Max	Coord
Queue Length 50th (ft)	140	150		96	80	88	248	733			~154	226
Queue Length 95th (ft)	214	#283		#172	140	150	#367	810			#304	271
Internal Link Dist (ft)		543			265			496				485
Turn Bay Length (ft)	130			325		300	550				310	
Base Capacity (vph)	323	177		176	168	281	348	2585			146	2050
Starvation Cap Reductn	0	0		0	0	0	0	0			0	0
Spillback Cap Reductn	0	0		0	0	0	0	0			0	0
Storage Cap Reductn	0	0		0	0	0	0	0			0	0
Reduced v/c Ratio	0.52	0.86		0.66	0.50	0.37	0.76	0.91			1.01	0.46

Intersection Summary

Lane Group	SBR
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
90th %ile Green (s)	
90th %ile Term Code	
70th %ile Green (s)	
70th %ile Term Code	
50th %ile Green (s)	
50th %ile Term Code	
30th %ile Green (s)	
30th %ile Term Code	
10th %ile Green (s)	
10th %ile Term Code	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary

Area Type:	Other
Cycle Length: 150	
Actuated Cycle Length: 150	
Offset: 128 (85%), Referenced to phase 2:NBT and 6:SBT, Start of Green	
Natural Cycle: 150	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.01	
Intersection Signal Delay: 45.9	Intersection LOS: D
Intersection Capacity Utilization 85.0%	ICU Level of Service E
Analysis Period (min) 15	

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

! Phase conflict between lane groups.

Splits and Phases: 100: IL 83 & Foster Avenue

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	425	1	1	250	0	5	0	5	0	0	35
Future Vol, veh/h	0	425	1	1	250	0	5	0	5	0	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	14	2	2	25	2	25	2	2	2	2	92
Mvmt Flow	0	447	1	1	263	0	5	0	5	0	0	37

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	448	0	0	713	713	448	-	-	263
Stage 1	-	-	-	-	-	-	448	448	-	-	-	-
Stage 2	-	-	-	-	-	-	265	265	-	-	-	-
Critical Hdwy	-	-	-	4.12	-	-	7.35	6.52	6.22	-	-	7.12
Critical Hdwy Stg 1	-	-	-	-	-	-	6.35	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.35	5.52	-	-	-	-
Follow-up Hdwy	-	-	-	2.218	-	-	3.725	4.018	3.318	-	-	4.128
Pot Cap-1 Maneuver	0	-	-	1112	-	0	319	357	611	0	0	600
Stage 1	0	-	-	-	-	0	548	573	-	0	0	-
Stage 2	0	-	-	-	-	0	692	689	-	0	0	-
Platoon blocked, %		-	-		-							
Mov Cap-1 Maneuver	-	-	-	1112	-	-	299	357	611	-	-	600
Mov Cap-2 Maneuver	-	-	-	-	-	-	299	357	-	-	-	-
Stage 1	-	-	-	-	-	-	548	573	-	-	-	-
Stage 2	-	-	-	-	-	-	649	688	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0	14.2	11.4
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	SBLn1
Capacity (veh/h)	402	-	-	1112	-	600
HCM Lane V/C Ratio	0.026	-	-	0.001	-	0.061
HCM Control Delay (s)	14.2	-	-	8.2	0	11.4
HCM Lane LOS	B	-	-	A	A	B
HCM 95th %tile Q(veh)	0.1	-	-	0	-	0.2

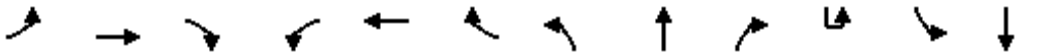
Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕				
Traffic Vol, veh/h	15	400	15	5	250	25	1	1	1	0	0	0
Future Vol, veh/h	15	400	15	5	250	25	1	1	1	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	-	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	94	13	2	2	24	87	2	2	2	2	2	2
Mvmt Flow	16	421	16	5	263	26	1	1	1	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	289	0	0	437	0	0	748	761	429
Stage 1	-	-	-	-	-	-	461	461	-
Stage 2	-	-	-	-	-	-	287	300	-
Critical Hdwy	5.04	-	-	4.12	-	-	6.42	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	5.42	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.42	5.52	-
Follow-up Hdwy	3.046	-	-	2.218	-	-	3.518	4.018	3.318
Pot Cap-1 Maneuver	889	-	-	1123	-	-	380	335	626
Stage 1	-	-	-	-	-	-	635	565	-
Stage 2	-	-	-	-	-	-	762	666	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	889	-	-	1123	-	-	369	0	626
Mov Cap-2 Maneuver	-	-	-	-	-	-	369	0	-
Stage 1	-	-	-	-	-	-	620	0	-
Stage 2	-	-	-	-	-	-	758	0	-

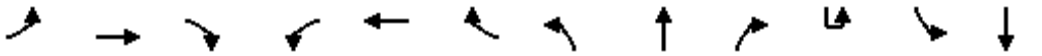
Approach	EB	WB	NB
HCM Control Delay, s	0.3	0.1	12.8
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	464	889	-	-	1123	-	-
HCM Lane V/C Ratio	0.007	0.018	-	-	0.005	-	-
HCM Control Delay (s)	12.8	9.1	0	-	8.2	0	-
HCM Lane LOS	B	A	A	-	A	A	-
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	75	45	185	385	145	110	95	1000	100	10	85	2125
Future Volume (vph)	75	45	185	385	145	110	95	1000	100	10	85	2125
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	130		0	325		300	550		0		310	
Storage Lanes	1		0	1		1	1		0		1	
Taper Length (ft)	100			175			155				155	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91
Frt		0.879				0.850		0.986				0.997
Flt Protected	0.950			0.950			0.950				0.950	
Satd. Flow (prot)	1752	1637	0	1687	1961	1302	1770	4314	0	0	1367	4926
Flt Permitted	0.660			0.255			0.950				0.950	
Satd. Flow (perm)	1217	1637	0	453	1961	1302	1770	4314	0	0	1367	4926
Right Turn on Red			No			No			No			
Satd. Flow (RTOR)												
Link Speed (mph)		25			25			45				45
Link Distance (ft)		582			345			619				563
Travel Time (s)		15.9			9.4			9.4				8.5
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	3%	2%	2%	7%	2%	24%	2%	17%	34%	8%	35%	5%
Adj. Flow (vph)	79	47	195	405	153	116	100	1053	105	11	89	2237
Shared Lane Traffic (%)												
Lane Group Flow (vph)	79	242	0	405	153	116	100	1158	0	0	100	2290
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		12			12			22				22
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			16				16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors	1	2		1	2	1	1	2		1	1	2
Detector Template	Left	Thru		Left	Thru	Right	Left	Thru		Left	Left	Thru
Leading Detector (ft)	20	100		20	100	20	20	100		20	20	100
Trailing Detector (ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6	20	20	6		20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94				94
Detector 2 Size(ft)		6			6			6				6
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0				0.0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	Prot	NA		Prot	Prot	NA
Protected Phases	7	4		3	8	1!	5	2		1!	1	6

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	50
Future Volume (vph)	50
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	0.91
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	No
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	4%
Adj. Flow (vph)	53
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Permitted Phases	4			8		8						
Detector Phase	7	4		3	8	1	5	2		1	1	6
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0	3.0	3.0	15.0		3.0	3.0	15.0
Minimum Split (s)	7.0	51.5		7.0	14.5	7.5	7.5	30.5		7.5	7.5	21.5
Total Split (s)	17.0	17.0		39.0	39.0	19.0	15.0	75.0		19.0	19.0	79.0
Total Split (%)	11.3%	11.3%		26.0%	26.0%	12.7%	10.0%	50.0%		12.7%	12.7%	52.7%
Maximum Green (s)	13.0	10.5		35.0	32.5	14.5	10.5	68.5		14.5	14.5	72.5
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	3.5	4.5
All-Red Time (s)	0.5	2.0		0.5	2.0	1.0	1.0	2.0		1.0	1.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Lost Time (s)	4.0	6.5		4.0	6.5	4.5	4.5	6.5			4.5	6.5
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lead	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	4.0	5.0		4.0	5.0	4.0	4.0	7.0		4.0	4.0	7.0
Recall Mode	Min	Min		Min	Min	Min	Min	C-Min		Min	Min	C-Min
Walk Time (s)		10.0						7.0				
Flash Dont Walk (s)		35.0						17.0				
Pedestrian Calls (#/hr)		0						0				
Act Effct Green (s)	25.0	11.7		52.0	34.7	55.0	10.5	69.1			13.9	72.5
Actuated g/C Ratio	0.17	0.08		0.35	0.23	0.37	0.07	0.46			0.09	0.48
v/c Ratio	0.33	1.91		0.93	0.34	0.24	0.81	0.58			0.79	0.96
Control Delay	40.1	470.4		71.9	51.2	35.1	110.4	31.4			105.0	48.9
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	40.1	470.4		71.9	51.2	35.1	110.4	31.4			105.0	48.9
LOS	D	F		E	D	D	F	C			F	D
Approach Delay		364.5			60.9			37.7				51.3
Approach LOS		F			E			D				D
90th %ile Green (s)	13.0	10.5		35.0	32.5	14.5	10.5	68.5		14.5	14.5	72.5
90th %ile Term Code	Max	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
70th %ile Green (s)	12.5	10.5		35.0	33.0	14.5	10.5	68.5		14.5	14.5	72.5
70th %ile Term Code	Gap	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
50th %ile Green (s)	11.1	10.5		35.0	34.4	14.5	10.5	68.5		14.5	14.5	72.5
50th %ile Term Code	Gap	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
30th %ile Green (s)	9.7	10.5		35.0	35.8	14.5	10.5	68.5		14.5	14.5	72.5
30th %ile Term Code	Gap	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
10th %ile Green (s)	7.8	16.4		29.1	37.7	11.3	10.5	71.7		11.3	11.3	72.5
10th %ile Term Code	Gap	Max		Gap	Hold	Gap	Max	Coord		Gap	Gap	Coord
Queue Length 50th (ft)	53	~375		341	126	78	98	304			97	778
Queue Length 95th (ft)	94	#553		#532	200	134	#205	353			#197	#876
Internal Link Dist (ft)		502			265			539				483
Turn Bay Length (ft)	130			325		300	550				310	
Base Capacity (vph)	267	127		444	453	483	123	1988			132	2380
Starvation Cap Reductn	0	0		0	0	0	0	0			0	0
Spillback Cap Reductn	0	0		0	0	0	0	0			0	0
Storage Cap Reductn	0	0		0	0	0	0	0			0	0
Reduced v/c Ratio	0.30	1.91		0.91	0.34	0.24	0.81	0.58			0.76	0.96

Intersection Summary

Lane Group	SBR
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
90th %ile Green (s)	
90th %ile Term Code	
70th %ile Green (s)	
70th %ile Term Code	
50th %ile Green (s)	
50th %ile Term Code	
30th %ile Green (s)	
30th %ile Term Code	
10th %ile Green (s)	
10th %ile Term Code	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary

Area Type:	Other		
Cycle Length: 150			
Actuated Cycle Length: 150			
Offset: 33 (22%), Referenced to phase 2:NBT and 6:SBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.91			
Intersection Signal Delay: 70.6		Intersection LOS: E	
Intersection Capacity Utilization 100.4%		ICU Level of Service G	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

! Phase conflict between lane groups.

Splits and Phases: 100: IL 83 & Foster Avenue

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	230	1	1	615	0	1	0	5	0	0	25
Future Vol, veh/h	0	230	1	1	615	0	1	0	5	0	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	29	2	2	7	2	100	2	25	2	2	81
Mvmt Flow	0	242	1	1	647	0	1	0	5	0	0	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	243	0	0	892	892	243	-	-	647
Stage 1	-	-	-	-	-	-	243	243	-	-	-	-
Stage 2	-	-	-	-	-	-	649	649	-	-	-	-
Critical Hdwy	-	-	-	4.12	-	-	8.1	6.52	6.45	-	-	7.01
Critical Hdwy Stg 1	-	-	-	-	-	-	7.1	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	7.1	5.52	-	-	-	-
Follow-up Hdwy	-	-	-	2.218	-	-	4.4	4.018	3.525	-	-	4.029
Pot Cap-1 Maneuver	0	-	-	1323	-	0	181	281	743	0	0	356
Stage 1	0	-	-	-	-	0	586	705	-	0	0	-
Stage 2	0	-	-	-	-	0	330	466	-	0	0	-
Platoon blocked, %		-	-		-							
Mov Cap-1 Maneuver	-	-	-	1323	-	-	167	281	743	-	-	356
Mov Cap-2 Maneuver	-	-	-	-	-	-	167	281	-	-	-	-
Stage 1	-	-	-	-	-	-	586	705	-	-	-	-
Stage 2	-	-	-	-	-	-	305	466	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0	12.7	15.9
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	SBLn1
Capacity (veh/h)	472	-	-	1323	-	356
HCM Lane V/C Ratio	0.013	-	-	0.001	-	0.074
HCM Control Delay (s)	12.7	-	-	7.7	0	15.9
HCM Lane LOS	B	-	-	A	A	C
HCM 95th %tile Q(veh)	0	-	-	0	-	0.2

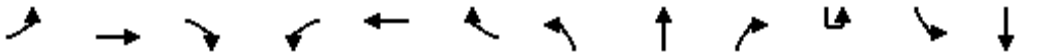
Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕				
Traffic Vol, veh/h	20	215	1	1	605	20	10	1	5	0	0	0
Future Vol, veh/h	20	215	1	1	605	20	10	1	5	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	-	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	86	24	2	2	7	85	2	2	2	2	2	2
Mvmt Flow	21	226	1	1	637	21	11	1	5	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	658	0	0	227	0	0	918	929	227
Stage 1	-	-	-	-	-	-	269	269	-
Stage 2	-	-	-	-	-	-	649	660	-
Critical Hdwy	4.96	-	-	4.12	-	-	6.42	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	5.42	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.42	5.52	-
Follow-up Hdwy	2.974	-	-	2.218	-	-	3.518	4.018	3.318
Pot Cap-1 Maneuver	634	-	-	1341	-	-	302	268	812
Stage 1	-	-	-	-	-	-	776	687	-
Stage 2	-	-	-	-	-	-	520	460	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	634	-	-	1341	-	-	290	0	812
Mov Cap-2 Maneuver	-	-	-	-	-	-	290	0	-
Stage 1	-	-	-	-	-	-	747	0	-
Stage 2	-	-	-	-	-	-	519	0	-

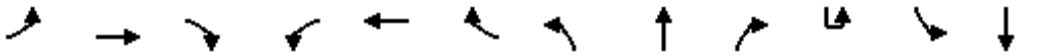
Approach	EB	WB	NB
HCM Control Delay, s	0.9	0	15.2
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	369	634	-	-	1341	-	-
HCM Lane V/C Ratio	0.046	0.033	-	-	0.001	-	-
HCM Control Delay (s)	15.2	10.9	0	-	7.7	0	-
HCM Lane LOS	C	B	A	-	A	A	-
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	55	30	90	135	45	45	60	680	70	10	60	855
Future Volume (vph)	55	30	90	135	45	45	60	680	70	10	60	855
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	130		0	325		300	550		0		310	
Storage Lanes	1		0	1		1	1		0		1	
Taper Length (ft)	100			175			155				155	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91
Frt		0.888				0.850		0.986				0.995
Flt Protected	0.950			0.950			0.950				0.950	
Satd. Flow (prot)	1770	1650	0	1641	1923	1335	1770	4622	0	0	1444	4786
Flt Permitted	0.726			0.482			0.950				0.950	
Satd. Flow (perm)	1352	1650	0	833	1923	1335	1770	4622	0	0	1444	4786
Right Turn on Red			No			No			No			
Satd. Flow (RTOR)												
Link Speed (mph)		25			25			45				45
Link Distance (ft)		741			345			643				599
Travel Time (s)		20.2			9.4			9.7				9.1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	3%	2%	10%	4%	21%	2%	10%	17%	2%	29%	8%
Adj. Flow (vph)	58	32	95	142	47	47	63	716	74	11	63	900
Shared Lane Traffic (%)												
Lane Group Flow (vph)	58	127	0	142	47	47	63	790	0	0	74	932
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		12			12			12				12
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			22				22
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors	1	2		1	2	1	1	2		1	1	2
Detector Template	Left	Thru		Left	Thru	Right	Left	Thru		Left	Left	Thru
Leading Detector (ft)	20	100		20	100	20	20	100		20	20	100
Trailing Detector (ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6	20	20	6		20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94				94
Detector 2 Size(ft)		6			6			6				6
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0				0.0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	Prot	NA		Prot	Prot	NA
Protected Phases	7	4		3	8	1!	5	2		1!	1	6

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	30
Future Volume (vph)	30
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	0.91
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	No
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	3%
Adj. Flow (vph)	32
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Permitted Phases	4			8		8						
Detector Phase	7	4		3	8	1	5	2		1	1	6
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0	3.0	3.0	15.0		3.0	3.0	15.0
Minimum Split (s)	7.0	51.5		7.0	14.5	7.5	7.5	30.5		7.5	7.5	21.5
Total Split (s)	19.0	21.0		24.0	26.0	22.0	22.0	53.0		22.0	22.0	53.0
Total Split (%)	15.8%	17.5%		20.0%	21.7%	18.3%	18.3%	44.2%		18.3%	18.3%	44.2%
Maximum Green (s)	15.0	14.5		20.0	19.5	17.5	17.5	46.5		17.5	17.5	46.5
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	3.5	4.5
All-Red Time (s)	0.5	2.0		0.5	2.0	1.0	1.0	2.0		1.0	1.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Lost Time (s)	4.0	6.5		4.0	6.5	4.5	4.5	6.5			4.5	6.5
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lead	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	4.0	5.0		4.0	5.0	4.0	4.0	7.0		4.0	4.0	7.0
Recall Mode	Min	Min		Min	Min	Min	Min	C-Min		Min	Min	C-Min
Walk Time (s)		10.0						7.0				
Flash Dont Walk (s)		35.0						17.0				
Pedestrian Calls (#/hr)		0						0				
Act Effct Green (s)	26.8	15.1		35.6	20.1	39.0	10.6	56.8			12.4	58.6
Actuated g/C Ratio	0.22	0.13		0.30	0.17	0.32	0.09	0.47			0.10	0.49
v/c Ratio	0.17	0.61		0.42	0.15	0.11	0.40	0.36			0.50	0.40
Control Delay	30.3	62.6		35.0	42.2	26.2	58.6	22.1			61.3	21.4
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	30.3	62.6		35.0	42.2	26.2	58.6	22.1			61.3	21.4
LOS	C	E		C	D	C	E	C			E	C
Approach Delay		52.4			34.7			24.8				24.3
Approach LOS		D			C			C				C
90th %ile Green (s)	11.7	15.4		19.1	22.8	17.2	14.3	46.8		17.2	17.2	49.7
90th %ile Term Code	Gap	Max		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
70th %ile Green (s)	10.2	18.6		15.7	24.1	14.4	12.1	49.8		14.4	14.4	52.1
70th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
50th %ile Green (s)	9.3	16.4		14.1	21.2	12.4	10.6	55.6		12.4	12.4	57.4
50th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
30th %ile Green (s)	8.3	14.2		12.4	18.3	10.4	9.1	61.5		10.4	10.4	62.8
30th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
10th %ile Green (s)	6.7	10.9		9.7	13.9	7.6	6.9	70.3		7.6	7.6	71.0
10th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
Queue Length 50th (ft)	32	93		83	31	25	47	141			55	166
Queue Length 95th (ft)	62	161		132	65	50	91	201			102	229
Internal Link Dist (ft)		661			265			563				519
Turn Bay Length (ft)	130			325		300	550				310	
Base Capacity (vph)	416	218		383	343	490	258	2187			210	2337
Starvation Cap Reductn	0	0		0	0	0	0	0			0	0
Spillback Cap Reductn	0	0		0	0	0	0	0			0	0
Storage Cap Reductn	0	0		0	0	0	0	0			0	0
Reduced v/c Ratio	0.14	0.58		0.37	0.14	0.10	0.24	0.36			0.35	0.40

Intersection Summary

Lane Group	SBR
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
90th %ile Green (s)	
90th %ile Term Code	
70th %ile Green (s)	
70th %ile Term Code	
50th %ile Green (s)	
50th %ile Term Code	
30th %ile Green (s)	
30th %ile Term Code	
10th %ile Green (s)	
10th %ile Term Code	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary

Area Type:	Other
Cycle Length: 120	
Actuated Cycle Length: 120	
Offset: 114 (95%), Referenced to phase 2:NBT and 6:SBT, Start of Green	
Natural Cycle: 100	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.61	
Intersection Signal Delay: 27.8	Intersection LOS: C
Intersection Capacity Utilization 49.2%	ICU Level of Service A
Analysis Period (min) 15	
! Phase conflict between lane groups.	

Splits and Phases: 100: IL 83 & Foster Avenue

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	160	1	5	210	0	1	0	1	0	0	15
Future Vol, veh/h	0	160	1	5	210	0	1	0	1	0	0	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	17	2	2	7	2	2	2	2	2	2	2
Mvmt Flow	0	168	1	5	221	0	1	0	1	0	0	16

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	169	0	0	401	401	169	-	-	221
Stage 1	-	-	-	-	-	-	169	169	-	-	-	-
Stage 2	-	-	-	-	-	-	232	232	-	-	-	-
Critical Hdwy	-	-	-	4.12	-	-	7.12	6.52	6.22	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	-	-	-
Follow-up Hdwy	-	-	-	2.218	-	-	3.518	4.018	3.318	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	1409	-	0	560	538	875	0	0	819
Stage 1	0	-	-	-	-	0	833	759	-	0	0	-
Stage 2	0	-	-	-	-	0	771	713	-	0	0	-
Platoon blocked, %		-	-		-							
Mov Cap-1 Maneuver	-	-	-	1409	-	-	548	536	875	-	-	819
Mov Cap-2 Maneuver	-	-	-	-	-	-	548	536	-	-	-	-
Stage 1	-	-	-	-	-	-	833	759	-	-	-	-
Stage 2	-	-	-	-	-	-	753	710	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.2	10.4	9.5
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	SBLn1
Capacity (veh/h)	674	-	-	1409	-	819
HCM Lane V/C Ratio	0.003	-	-	0.004	-	0.019
HCM Control Delay (s)	10.4	-	-	7.6	0	9.5
HCM Lane LOS	B	-	-	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕				
Traffic Vol, veh/h	10	150	1	1	215	5	1	1	1	0	0	0
Future Vol, veh/h	10	150	1	1	215	5	1	1	1	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	-	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	91	12	2	2	6	80	2	2	2	2	2	2
Mvmt Flow	11	158	1	1	226	5	1	1	1	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	232	0	0	159	0	0	410	413	158
Stage 1	-	-	-	-	-	-	179	179	-
Stage 2	-	-	-	-	-	-	231	234	-
Critical Hdwy	5.01	-	-	4.12	-	-	6.42	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	5.42	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.42	5.52	-
Follow-up Hdwy	3.019	-	-	2.218	-	-	3.518	4.018	3.318
Pot Cap-1 Maneuver	950	-	-	1420	-	-	598	529	887
Stage 1	-	-	-	-	-	-	852	751	-
Stage 2	-	-	-	-	-	-	807	711	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	950	-	-	1420	-	-	590	0	887
Mov Cap-2 Maneuver	-	-	-	-	-	-	590	0	-
Stage 1	-	-	-	-	-	-	841	0	-
Stage 2	-	-	-	-	-	-	806	0	-

Approach	EB	WB	NB
HCM Control Delay, s	0.5	0	10.1
HCM LOS			B

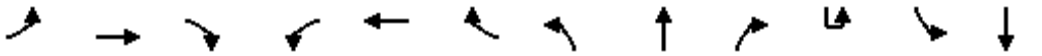
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	709	950	-	-	1420	-	-
HCM Lane V/C Ratio	0.004	0.011	-	-	0.001	-	-
HCM Control Delay (s)	10.1	8.8	0	-	7.5	0	-
HCM Lane LOS	B	A	A	-	A	A	-
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-

FUTURE SYNCHRO CAPACITY REPORTS

Weekday Morning Peak Hour

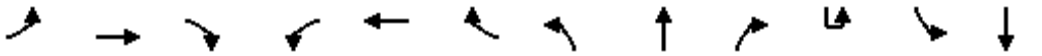
Weekday Evening Peak Hour

Saturday Midday Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	160	90	55	120	80	105	255	2045	225	20	130	865
Future Volume (vph)	160	90	55	120	80	105	255	2045	225	20	130	865
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	130		0	325		300	550		0		310	
Storage Lanes	1		0	1		1	1		0		1	
Taper Length (ft)	100			175			155				155	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91
Frt		0.943				0.850		0.985				0.993
Flt Protected	0.950			0.950			0.950				0.950	
Satd. Flow (prot)	1736	1712	0	1211	1923	1162	1770	4632	0	0	1329	4218
Flt Permitted	0.595			0.473			0.950				0.950	
Satd. Flow (perm)	1087	1712	0	603	1923	1162	1770	4632	0	0	1329	4218
Right Turn on Red			No			No			No			
Satd. Flow (RTOR)												
Link Speed (mph)		25			25			45				45
Link Distance (ft)		820			345			696				660
Travel Time (s)		22.4			9.4			10.5				10.0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	4%	2%	9%	49%	4%	39%	2%	10%	13%	2%	41%	23%
Adj. Flow (vph)	168	95	58	126	84	111	268	2153	237	21	137	911
Shared Lane Traffic (%)												
Lane Group Flow (vph)	168	153	0	126	84	111	268	2390	0	0	158	953
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		12			12			12				12
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			22				22
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors	1	2		1	2	1	1	2		1	1	2
Detector Template	Left	Thru		Left	Thru	Right	Left	Thru		Left	Left	Thru
Leading Detector (ft)	20	100		20	100	20	20	100		20	20	100
Trailing Detector (ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6	20	20	6		20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94				94
Detector 2 Size(ft)		6			6			6				6
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0				0.0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	Prot	NA		Prot	Prot	NA
Protected Phases	7	4		3	8	1!	5	2		1!	1	6

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	40
Future Volume (vph)	40
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	0.91
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	No
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	3%
Adj. Flow (vph)	42
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Permitted Phases	4			8		8						
Detector Phase	7	4		3	8	1	5	2		1	1	6
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0	3.0	3.0	15.0		3.0	3.0	15.0
Minimum Split (s)	7.0	51.5		7.0	14.5	7.5	7.5	30.5		7.5	7.5	21.5
Total Split (s)	21.0	22.0		18.0	19.0	20.0	34.0	90.0		20.0	20.0	76.0
Total Split (%)	14.0%	14.7%		12.0%	12.7%	13.3%	22.7%	60.0%		13.3%	13.3%	50.7%
Maximum Green (s)	17.0	15.5		14.0	12.5	15.5	29.5	83.5		15.5	15.5	69.5
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	3.5	4.5
All-Red Time (s)	0.5	2.0		0.5	2.0	1.0	1.0	2.0		1.0	1.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Lost Time (s)	4.0	6.5		4.0	6.5	4.5	4.5	6.5			4.5	6.5
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lead	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	4.0	5.0		4.0	5.0	4.0	4.0	7.0		4.0	4.0	7.0
Recall Mode	Min	Min		Min	Min	Min	Min	C-Min		Min	Min	C-Min
Walk Time (s)		10.0						7.0				
Flash Dont Walk (s)		35.0						17.0				
Pedestrian Calls (#/hr)		0						0				
Act Effct Green (s)	34.0	15.5		29.6	13.4	35.6	26.9	83.5			15.7	72.3
Actuated g/C Ratio	0.23	0.10		0.20	0.09	0.24	0.18	0.56			0.10	0.48
v/c Ratio	0.53	0.86		0.72	0.49	0.40	0.85	0.93			1.14	0.47
Control Delay	55.1	105.4		73.4	76.0	54.0	82.4	38.0			175.0	27.4
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	55.1	105.4		73.4	76.0	54.0	82.4	38.0			175.0	27.4
LOS	E	F		E	E	D	F	D			F	C
Approach Delay		79.1			67.4			42.5				48.4
Approach LOS		E			E			D				D
90th %ile Green (s)	17.0	15.5		14.0	12.5	15.5	29.5	83.5		15.5	15.5	69.5
90th %ile Term Code	Max	Max		Max	Max	Max	Max	Coord		Max	Max	Coord
70th %ile Green (s)	17.0	15.5		14.0	12.5	15.5	29.5	83.5		15.5	15.5	69.5
70th %ile Term Code	Max	Max		Max	Max	Max	Max	Coord		Max	Max	Coord
50th %ile Green (s)	17.0	15.5		14.0	12.5	15.5	29.1	83.5		15.5	15.5	69.9
50th %ile Term Code	Max	Max		Max	Max	Max	Gap	Coord		Max	Max	Coord
30th %ile Green (s)	16.1	15.5		14.0	13.4	15.5	25.7	83.5		15.5	15.5	73.3
30th %ile Term Code	Gap	Max		Max	Hold	Max	Gap	Coord		Max	Max	Coord
10th %ile Green (s)	12.5	15.7		12.7	15.9	16.6	20.7	83.5		16.6	16.6	79.4
10th %ile Term Code	Gap	Gap		Gap	Hold	Max	Gap	Coord		Max	Max	Coord
Queue Length 50th (ft)	140	150		106	80	93	252	760			~181	232
Queue Length 95th (ft)	214	#283		#198	140	158	#377	840			#333	275
Internal Link Dist (ft)		740			265			616				580
Turn Bay Length (ft)	130			325		300	550				310	
Base Capacity (vph)	327	177		176	171	275	348	2578			139	2033
Starvation Cap Reductn	0	0		0	0	0	0	0			0	0
Spillback Cap Reductn	0	0		0	0	0	0	0			0	0
Storage Cap Reductn	0	0		0	0	0	0	0			0	0
Reduced v/c Ratio	0.51	0.86		0.72	0.49	0.40	0.77	0.93			1.14	0.47

Intersection Summary

Lane Group	SBR
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
90th %ile Green (s)	
90th %ile Term Code	
70th %ile Green (s)	
70th %ile Term Code	
50th %ile Green (s)	
50th %ile Term Code	
30th %ile Green (s)	
30th %ile Term Code	
10th %ile Green (s)	
10th %ile Term Code	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary

Area Type:	Other		
Cycle Length: 150			
Actuated Cycle Length: 150			
Offset: 128 (85%), Referenced to phase 2:NBT and 6:SBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.14			
Intersection Signal Delay: 48.5		Intersection LOS: D	
Intersection Capacity Utilization 86.3%		ICU Level of Service E	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

! Phase conflict between lane groups.

Splits and Phases: 100: IL 83 & Foster Avenue

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	445	1	1	255	0	5	0	5	0	0	45
Future Vol, veh/h	0	445	1	1	255	0	5	0	5	0	0	45
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	17	2	2	25	2	25	2	2	2	2	94
Mvmt Flow	0	468	1	1	268	0	5	0	5	0	0	47

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	469	0	0	740	740	469	-	-	268
Stage 1	-	-	-	-	-	-	469	469	-	-	-	-
Stage 2	-	-	-	-	-	-	271	271	-	-	-	-
Critical Hdwy	-	-	-	4.12	-	-	7.35	6.52	6.22	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-	6.35	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.35	5.52	-	-	-	-
Follow-up Hdwy	-	-	-	2.218	-	-	3.725	4.018	3.318	-	-	4.146
Pot Cap-1 Maneuver	0	-	-	1093	-	0	305	345	594	0	0	593
Stage 1	0	-	-	-	-	0	533	561	-	0	0	-
Stage 2	0	-	-	-	-	0	687	685	-	0	0	-
Platoon blocked, %		-	-		-							
Mov Cap-1 Maneuver	-	-	-	1093	-	-	280	345	594	-	-	593
Mov Cap-2 Maneuver	-	-	-	-	-	-	280	345	-	-	-	-
Stage 1	-	-	-	-	-	-	533	561	-	-	-	-
Stage 2	-	-	-	-	-	-	631	684	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0	14.7	11.6
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	SBLn1
Capacity (veh/h)	381	-	-	1093	-	593
HCM Lane V/C Ratio	0.028	-	-	0.001	-	0.08
HCM Control Delay (s)	14.7	-	-	8.3	0	11.6
HCM Lane LOS	B	-	-	A	A	B
HCM 95th %tile Q(veh)	0.1	-	-	0	-	0.3

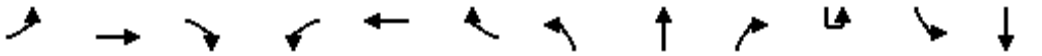
Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕				
Traffic Vol, veh/h	30	405	15	5	255	25	1	1	1	0	0	0
Future Vol, veh/h	30	405	15	5	255	25	1	1	1	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	-	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	97	13	2	2	24	87	2	2	2	2	2	2
Mvmt Flow	32	426	16	5	268	26	1	1	1	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	295	0	0	442	0	0	789	802	434
Stage 1	-	-	-	-	-	-	497	497	-
Stage 2	-	-	-	-	-	-	292	305	-
Critical Hdwy	5.07	-	-	4.12	-	-	6.42	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	5.42	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.42	5.52	-
Follow-up Hdwy	3.073	-	-	2.218	-	-	3.518	4.018	3.318
Pot Cap-1 Maneuver	875	-	-	1118	-	-	359	317	622
Stage 1	-	-	-	-	-	-	611	545	-
Stage 2	-	-	-	-	-	-	758	662	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	875	-	-	1118	-	-	340	0	622
Mov Cap-2 Maneuver	-	-	-	-	-	-	340	0	-
Stage 1	-	-	-	-	-	-	581	0	-
Stage 2	-	-	-	-	-	-	754	0	-

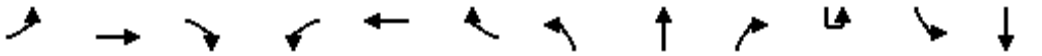
Approach	EB	WB	NB
HCM Control Delay, s	0.6	0.1	13.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	440	875	-	-	1118	-	-
HCM Lane V/C Ratio	0.007	0.036	-	-	0.005	-	-
HCM Control Delay (s)	13.2	9.3	0	-	8.2	0	-
HCM Lane LOS	B	A	A	-	A	A	-
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	75	45	185	400	145	115	95	1015	110	10	90	2150
Future Volume (vph)	75	45	185	400	145	115	95	1015	110	10	90	2150
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	130		0	325		300	550		0		310	
Storage Lanes	1		0	1		1	1		0		1	
Taper Length (ft)	100			175			155				155	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91
Frt		0.879				0.850		0.985				0.997
Flt Protected	0.950			0.950			0.950				0.950	
Satd. Flow (prot)	1752	1637	0	1671	1961	1272	1770	4302	0	0	1329	4926
Flt Permitted	0.660			0.270			0.950				0.950	
Satd. Flow (perm)	1217	1637	0	475	1961	1272	1770	4302	0	0	1329	4926
Right Turn on Red			No			No			No			
Satd. Flow (RTOR)												
Link Speed (mph)		25			25			45				45
Link Distance (ft)		170			345			601				513
Travel Time (s)		4.6			9.4			9.1				7.8
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	3%	2%	2%	8%	2%	27%	2%	17%	35%	8%	39%	5%
Adj. Flow (vph)	79	47	195	421	153	121	100	1068	116	11	95	2263
Shared Lane Traffic (%)												
Lane Group Flow (vph)	79	242	0	421	153	121	100	1184	0	0	106	2316
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		12			12			12				12
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			22				22
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors	1	2		1	2	1	1	2		1	1	2
Detector Template	Left	Thru		Left	Thru	Right	Left	Thru		Left	Left	Thru
Leading Detector (ft)	20	100		20	100	20	20	100		20	20	100
Trailing Detector (ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6	20	20	6		20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94				94
Detector 2 Size(ft)		6			6			6				6
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0				0.0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	Prot	NA		Prot	Prot	NA
Protected Phases	7	4		3	8	1!	5	2		1!	1	6

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	50
Future Volume (vph)	50
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	0.91
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	No
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	4%
Adj. Flow (vph)	53
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Permitted Phases	4			8		8						
Detector Phase	7	4		3	8	1	5	2		1	1	6
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0	3.0	3.0	15.0		3.0	3.0	15.0
Minimum Split (s)	7.0	51.5		7.0	14.5	7.5	7.5	30.5		7.5	7.5	21.5
Total Split (s)	17.0	17.0		39.0	39.0	19.0	15.0	75.0		19.0	19.0	79.0
Total Split (%)	11.3%	11.3%		26.0%	26.0%	12.7%	10.0%	50.0%		12.7%	12.7%	52.7%
Maximum Green (s)	13.0	10.5		35.0	32.5	14.5	10.5	68.5		14.5	14.5	72.5
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	3.5	4.5
All-Red Time (s)	0.5	2.0		0.5	2.0	1.0	1.0	2.0		1.0	1.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Lost Time (s)	4.0	6.5		4.0	6.5	4.5	4.5	6.5			4.5	6.5
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lead	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	4.0	5.0		4.0	5.0	4.0	4.0	7.0		4.0	4.0	7.0
Recall Mode	Min	Min		Min	Min	Min	Min	C-Min		Min	Min	C-Min
Walk Time (s)		10.0						7.0				
Flash Dont Walk (s)		35.0						17.0				
Pedestrian Calls (#/hr)		0						0				
Act Effct Green (s)	24.2	10.8		52.0	34.7	55.3	10.5	68.9			14.1	72.5
Actuated g/C Ratio	0.16	0.07		0.35	0.23	0.37	0.07	0.46			0.09	0.48
v/c Ratio	0.34	2.05		0.96	0.34	0.26	0.81	0.60			0.85	0.97
Control Delay	40.4	534.0		76.6	51.2	35.3	110.4	31.9			113.9	50.9
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	40.4	534.0		76.6	51.2	35.3	110.4	31.9			113.9	50.9
LOS	D	F		E	D	D	F	C			F	D
Approach Delay		412.5			63.8			38.1				53.6
Approach LOS		F			E			D				D
90th %ile Green (s)	13.0	10.5		35.0	32.5	14.5	10.5	68.5		14.5	14.5	72.5
90th %ile Term Code	Max	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
70th %ile Green (s)	12.5	10.5		35.0	33.0	14.5	10.5	68.5		14.5	14.5	72.5
70th %ile Term Code	Gap	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
50th %ile Green (s)	11.1	10.5		35.0	34.4	14.5	10.5	68.5		14.5	14.5	72.5
50th %ile Term Code	Gap	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
30th %ile Green (s)	9.7	10.5		35.0	35.8	14.5	10.5	68.5		14.5	14.5	72.5
30th %ile Term Code	Gap	Max		Max	Hold	Max	Max	Coord		Max	Max	Coord
10th %ile Green (s)	7.8	12.2		33.3	37.7	12.7	10.5	70.3		12.7	12.7	72.5
10th %ile Term Code	Gap	Max		Gap	Hold	Gap	Max	Coord		Gap	Gap	Coord
Queue Length 50th (ft)	53	~375		360	126	82	98	313			104	794
Queue Length 95th (ft)	94	#553		#565	200	140	#205	363			#215	#924
Internal Link Dist (ft)		90			265			521				433
Turn Bay Length (ft)	130			325		300	550				310	
Base Capacity (vph)	260	118		443	453	471	123	1974			128	2380
Starvation Cap Reductn	0	0		0	0	0	0	0			0	0
Spillback Cap Reductn	0	0		0	0	0	0	0			0	0
Storage Cap Reductn	0	0		0	0	0	0	0			0	0
Reduced v/c Ratio	0.30	2.05		0.95	0.34	0.26	0.81	0.60			0.83	0.97

Intersection Summary

Lane Group	SBR
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
90th %ile Green (s)	
90th %ile Term Code	
70th %ile Green (s)	
70th %ile Term Code	
50th %ile Green (s)	
50th %ile Term Code	
30th %ile Green (s)	
30th %ile Term Code	
10th %ile Green (s)	
10th %ile Term Code	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary

Area Type:	Other		
Cycle Length: 150			
Actuated Cycle Length: 150			
Offset: 33 (22%), Referenced to phase 2:NBT and 6:SBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 2.05			
Intersection Signal Delay: 75.3		Intersection LOS: E	
Intersection Capacity Utilization 101.8%		ICU Level of Service G	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

! Phase conflict between lane groups.

Splits and Phases: 100: IL 83 & Foster Avenue

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	245	1	1	625	0	1	0	5	0	0	35
Future Vol, veh/h	0	245	1	1	625	0	1	0	5	0	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	31	2	2	7	2	2	2	25	2	2	86
Mvmt Flow	0	258	1	1	658	0	1	0	5	0	0	37

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	259	0	0	918	918	258	-	-	658
Stage 1	-	-	-	-	-	-	258	258	-	-	-	-
Stage 2	-	-	-	-	-	-	660	660	-	-	-	-
Critical Hdwy	-	-	-	4.12	-	-	7.12	6.52	6.45	-	-	7.06
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	-	-	-
Follow-up Hdwy	-	-	-	2.218	-	-	3.518	4.018	3.525	-	-	4.074
Pot Cap-1 Maneuver	0	-	-	1306	-	0	252	272	728	0	0	345
Stage 1	0	-	-	-	-	0	747	694	-	0	0	-
Stage 2	0	-	-	-	-	0	452	460	-	0	0	-
Platoon blocked, %		-	-		-							
Mov Cap-1 Maneuver	-	-	-	1306	-	-	225	272	728	-	-	345
Mov Cap-2 Maneuver	-	-	-	-	-	-	225	272	-	-	-	-
Stage 1	-	-	-	-	-	-	747	694	-	-	-	-
Stage 2	-	-	-	-	-	-	403	460	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0	11.9	16.7
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	SBLn1
Capacity (veh/h)	530	-	-	1306	-	345
HCM Lane V/C Ratio	0.012	-	-	0.001	-	0.107
HCM Control Delay (s)	11.9	-	-	7.8	0	16.7
HCM Lane LOS	B	-	-	A	A	C
HCM 95th %tile Q(veh)	0	-	-	0	-	0.4

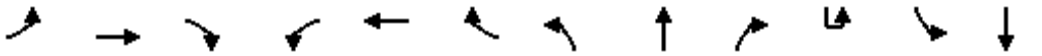
Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕				
Traffic Vol, veh/h	30	220	1	1	615	20	10	1	5	0	0	0
Future Vol, veh/h	30	220	1	1	615	20	10	1	5	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	-	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	91	23	2	2	7	85	2	2	2	2	2	2
Mvmt Flow	32	232	1	1	647	21	11	1	5	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	668	0	0	233	0	0	955	966	232
Stage 1	-	-	-	-	-	-	295	295	-
Stage 2	-	-	-	-	-	-	660	671	-
Critical Hdwy	5.01	-	-	4.12	-	-	6.42	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	5.42	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.42	5.52	-
Follow-up Hdwy	3.019	-	-	2.218	-	-	3.518	4.018	3.318
Pot Cap-1 Maneuver	615	-	-	1335	-	-	287	255	807
Stage 1	-	-	-	-	-	-	755	669	-
Stage 2	-	-	-	-	-	-	514	455	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	615	-	-	1335	-	-	270	0	807
Mov Cap-2 Maneuver	-	-	-	-	-	-	270	0	-
Stage 1	-	-	-	-	-	-	710	0	-
Stage 2	-	-	-	-	-	-	513	0	-

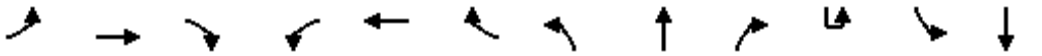
Approach	EB	WB	NB
HCM Control Delay, s	1.3	0	15.9
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	347	615	-	-	1335	-	-
HCM Lane V/C Ratio	0.049	0.051	-	-	0.001	-	-
HCM Control Delay (s)	15.9	11.2	0	-	7.7	0	-
HCM Lane LOS	C	B	A	-	A	A	-
HCM 95th %tile Q(veh)	0.2	0.2	-	-	0	-	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	55	30	90	140	45	50	60	690	70	10	65	865
Future Volume (vph)	55	30	90	140	45	50	60	690	70	10	65	865
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	130		0	325		300	550		0		310	
Storage Lanes	1		0	1		1	1		0		1	
Taper Length (ft)	100			175			155				155	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91
Frt		0.888				0.850		0.986				0.995
Flt Protected	0.950			0.950			0.950				0.950	
Satd. Flow (prot)	1770	1650	0	1641	1923	1252	1770	4622	0	0	1393	4786
Flt Permitted	0.726			0.481			0.950				0.950	
Satd. Flow (perm)	1352	1650	0	831	1923	1252	1770	4622	0	0	1393	4786
Right Turn on Red			No			No			No			
Satd. Flow (RTOR)												
Link Speed (mph)		25			25			45				45
Link Distance (ft)		720			345			646				605
Travel Time (s)		19.6			9.4			9.8				9.2
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	3%	2%	10%	4%	29%	2%	10%	17%	2%	34%	8%
Adj. Flow (vph)	58	32	95	147	47	53	63	726	74	11	68	911
Shared Lane Traffic (%)												
Lane Group Flow (vph)	58	127	0	147	47	53	63	800	0	0	79	943
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		12			12			12				12
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			22				22
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors	1	2		1	2	1	1	2		1	1	2
Detector Template	Left	Thru		Left	Thru	Right	Left	Thru		Left	Left	Thru
Leading Detector (ft)	20	100		20	100	20	20	100		20	20	100
Trailing Detector (ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6	20	20	6		20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94				94
Detector 2 Size(ft)		6			6			6				6
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0				0.0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	Prot	NA		Prot	Prot	NA
Protected Phases	7	4		3	8	1!	5	2		1!	1	6

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	30
Future Volume (vph)	30
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	0.91
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	No
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	3%
Adj. Flow (vph)	32
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Permitted Phases	4			8		8						
Detector Phase	7	4		3	8	1	5	2		1	1	6
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0	3.0	3.0	15.0		3.0	3.0	15.0
Minimum Split (s)	7.0	51.5		7.0	14.5	7.5	7.5	30.5		7.5	7.5	21.5
Total Split (s)	19.0	21.0		24.0	26.0	22.0	22.0	53.0		22.0	22.0	53.0
Total Split (%)	15.8%	17.5%		20.0%	21.7%	18.3%	18.3%	44.2%		18.3%	18.3%	44.2%
Maximum Green (s)	15.0	14.5		20.0	19.5	17.5	17.5	46.5		17.5	17.5	46.5
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	3.5	4.5
All-Red Time (s)	0.5	2.0		0.5	2.0	1.0	1.0	2.0		1.0	1.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Lost Time (s)	4.0	6.5		4.0	6.5	4.5	4.5	6.5			4.5	6.5
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lead	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	4.0	5.0		4.0	5.0	4.0	4.0	7.0		4.0	4.0	7.0
Recall Mode	Min	Min		Min	Min	Min	Min	C-Min		Min	Min	C-Min
Walk Time (s)		10.0						7.0				
Flash Dont Walk (s)		35.0						17.0				
Pedestrian Calls (#/hr)		0						0				
Act Effct Green (s)	26.8	15.0		35.9	20.3	39.7	10.6	56.0			12.9	58.3
Actuated g/C Ratio	0.22	0.12		0.30	0.17	0.33	0.09	0.47			0.11	0.49
v/c Ratio	0.17	0.62		0.42	0.14	0.13	0.40	0.37			0.53	0.41
Control Delay	30.1	62.8		35.0	41.9	26.2	58.6	22.7			62.6	21.6
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	30.1	62.8		35.0	41.9	26.2	58.6	22.7			62.6	21.6
LOS	C	E		D	D	C	E	C			E	C
Approach Delay		52.5			34.4			25.3				24.8
Approach LOS		D			C			C				C
90th %ile Green (s)	11.7	15.0		19.5	22.8	17.5	14.3	46.5		17.5	17.5	49.7
90th %ile Term Code	Gap	Max		Gap	Hold	Max	Gap	Coord		Max	Max	Coord
70th %ile Green (s)	10.2	18.7		16.2	24.7	15.2	12.1	48.4		15.2	15.2	51.5
70th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
50th %ile Green (s)	9.3	16.4		14.4	21.5	13.0	10.6	54.7		13.0	13.0	57.1
50th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
30th %ile Green (s)	8.3	14.2		12.6	18.5	10.9	9.1	60.8		10.9	10.9	62.6
30th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
10th %ile Green (s)	6.7	10.9		10.0	14.2	7.9	6.9	69.7		7.9	7.9	70.7
10th %ile Term Code	Gap	Gap		Gap	Hold	Gap	Gap	Coord		Gap	Gap	Coord
Queue Length 50th (ft)	32	93		86	31	28	47	146			59	169
Queue Length 95th (ft)	62	162		136	65	55	91	205			107	232
Internal Link Dist (ft)		640			265			566				525
Turn Bay Length (ft)	130			325		300	550				310	
Base Capacity (vph)	416	217		384	346	462	258	2157			203	2325
Starvation Cap Reductn	0	0		0	0	0	0	0			0	0
Spillback Cap Reductn	0	0		0	0	0	0	0			0	0
Storage Cap Reductn	0	0		0	0	0	0	0			0	0
Reduced v/c Ratio	0.14	0.59		0.38	0.14	0.11	0.24	0.37			0.39	0.41

Intersection Summary

Lane Group	SBR
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
90th %ile Green (s)	
90th %ile Term Code	
70th %ile Green (s)	
70th %ile Term Code	
50th %ile Green (s)	
50th %ile Term Code	
30th %ile Green (s)	
30th %ile Term Code	
10th %ile Green (s)	
10th %ile Term Code	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary

Area Type:	Other		
Cycle Length: 120			
Actuated Cycle Length: 120			
Offset: 114 (95%), Referenced to phase 2:NBT and 6:SBT, Start of Green			
Natural Cycle: 100			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.62			
Intersection Signal Delay: 28.2		Intersection LOS: C	
Intersection Capacity Utilization 49.7%		ICU Level of Service A	
Analysis Period (min) 15			
! Phase conflict between lane groups.			

Splits and Phases: 100: IL 83 & Foster Avenue

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	165	1	5	215	0	1	0	1	0	0	20
Future Vol, veh/h	0	165	1	5	215	0	1	0	1	0	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	20	2	2	7	2	2	2	2	2	2	27
Mvmt Flow	0	174	1	5	226	0	1	0	1	0	0	21

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	175	0	0	411	411	174	-	-	226
Stage 1	-	-	-	-	-	-	174	174	-	-	-	-
Stage 2	-	-	-	-	-	-	237	237	-	-	-	-
Critical Hdwy	-	-	-	4.12	-	-	7.12	6.52	6.22	-	-	6.47
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	-	-	-
Follow-up Hdwy	-	-	-	2.218	-	-	3.518	4.018	3.318	-	-	3.543
Pot Cap-1 Maneuver	0	-	-	1401	-	0	551	531	869	0	0	755
Stage 1	0	-	-	-	-	0	828	755	-	0	0	-
Stage 2	0	-	-	-	-	0	766	709	-	0	0	-
Platoon blocked, %		-	-		-							
Mov Cap-1 Maneuver	-	-	-	1401	-	-	534	529	869	-	-	755
Mov Cap-2 Maneuver	-	-	-	-	-	-	534	529	-	-	-	-
Stage 1	-	-	-	-	-	-	828	755	-	-	-	-
Stage 2	-	-	-	-	-	-	742	706	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.2	10.5	9.9
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	SBLn1
Capacity (veh/h)	662	-	-	1401	-	755
HCM Lane V/C Ratio	0.003	-	-	0.004	-	0.028
HCM Control Delay (s)	10.5	-	-	7.6	0	9.9
HCM Lane LOS	B	-	-	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕				
Traffic Vol, veh/h	15	150	1	1	220	5	1	1	1	0	0	0
Future Vol, veh/h	15	150	1	1	220	5	1	1	1	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	-	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	94	12	2	2	6	80	2	2	2	2	2	2
Mvmt Flow	16	158	1	1	232	5	1	1	1	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	237	0	0	159	0	0	426	429	158
Stage 1	-	-	-	-	-	-	190	190	-
Stage 2	-	-	-	-	-	-	236	239	-
Critical Hdwy	5.04	-	-	4.12	-	-	6.42	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	5.42	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.42	5.52	-
Follow-up Hdwy	3.046	-	-	2.218	-	-	3.518	4.018	3.318
Pot Cap-1 Maneuver	936	-	-	1420	-	-	585	518	887
Stage 1	-	-	-	-	-	-	842	743	-
Stage 2	-	-	-	-	-	-	803	708	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	936	-	-	1420	-	-	573	0	887
Mov Cap-2 Maneuver	-	-	-	-	-	-	573	0	-
Stage 1	-	-	-	-	-	-	826	0	-
Stage 2	-	-	-	-	-	-	802	0	-

Approach	EB	WB	NB
HCM Control Delay, s	0.8	0	10.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	696	936	-	-	1420	-	-
HCM Lane V/C Ratio	0.005	0.017	-	-	0.001	-	-
HCM Control Delay (s)	10.2	8.9	0	-	7.5	0	-
HCM Lane LOS	B	A	A	-	A	A	-
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-

TRAFFIC COUNT DATA

Study Name 01 IL 83 & Foster
Start Date Thursday, February 22, 2018

Report Summary

		Eastbound						Westbound						Northbound						Southbound								Crosswalk		
Time Period	Class.	U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O	Total		s on Cr	odestria	Total
AM Peak Period	Lights	0	155	90	52	297	356	0	54	75	63	192	348	2	244	1822	185	2253	767	20	73	659	37	789	2060	3531	W	0	0	0
Specified Period	%	0%	96%	99%	91%	96%	98%	0%	51%	96%	64%	68%	84%	100%	98%	90%	89%	91%	75%	100%	64%	77%	97%	77%	90%	86%		0%	0%	
7:45 AM - 8:45 AM	Mediums	0	6	1	5	12	7	0	26	3	18	47	23	0	3	73	4	80	123	0	18	92	1	111	97	250	E	0	0	0
One Hour Peak	%	0%	4%	1%	9%	4%	2%	0%	25%	4%	18%	17%	6%	0%	1%	4%	2%	3%	12%	0%	16%	11%	3%	11%	4%	6%		0%	0%	
7:45 AM - 8:45 AM	Articulated Trucks	0	0	0	0	0	2	0	26	0	18	44	42	0	2	126	19	147	128	0	23	102	0	125	144	316	S	0	1	1
	%	0%	0%	0%	0%	0%	1%	0%	25%	0%	18%	16%	10%	0%	1%	6%	9%	6%	13%	0%	20%	12%	0%	12%	6%	8%		0%	100%	
	Total	**0**	**161**	**91**	**57**	**309**	**365**	**0**	**106**	**78**	**99**	**283**	**413**	**2**	**249**	**2021**	**208**	**2480**	**1018**	**20**	**114**	**853**	**38**	**1025**	**2301**	**4097**	N	0	0	0
	PHF	0	0.91	0.78	0.89	0.93	0.82	0	0.74	0.81	0.82	0.79	0.83	0.5	0.81	0.81	0.81	0.81	0.93	0.5	0.89	0.94	0.86	0.95	0.83	0.87		0%	0%	
	HV%	0%	4%	1%	9%	4%	2%	0%	49%	4%	36%	32%	16%	0%	2%	10%	11%	9%	25%	0%	36%	23%	3%	23%	10%	14%		**0**	**1**	**1**
PM Peak Period	Lights	0	71	43	183	297	281	0	349	137	84	570	157	0	94	828	61	983	2546	11	53	2014	50	2128	994	3978	W	0	0	0
Specified Period	%	0%	97%	98%	100%	99%	98%	0%	93%	99%	76%	91%	72%	0%	98%	83%	66%	83%	95%	92%	65%	95%	96%	94%	83%	91%		0%	0%	
4:15 PM - 5:15 PM	Mediums	0	2	1	0	3	6	0	10	2	12	24	26	0	2	69	14	85	60	0	11	50	2	63	83	175	E	0	0	0
One Hour Peak	%	0%	3%	2%	0%	1%	2%	0%	3%	1%	11%	4%	12%	0%	2%	7%	15%	7%	2%	0%	13%	2%	4%	3%	7%	4%		0%	0%	
4:15 PM - 5:15 PM	Articulated Trucks	0	0	0	0	0	0	0	18	0	15	33	35	0	0	103	17	120	81	1	18	63	0	82	119	235	S	0	1	1
	%	0%	0%	0%	0%	0%	0%	0%	5%	0%	14%	5%	16%	0%	0%	10%	18%	10%	3%	8%	22%	3%	0%	4%	10%	5%		0%	100%	
	Total	**0**	**73**	**44**	**183**	**300**	**287**	**0**	**377**	**139**	**111**	**627**	**218**	**0**	**96**	**1000**	**92**	**1188**	**2687**	**12**	**82**	**2127**	**52**	**2273**	**1196**	**4388**	N	0	4	4
	PHF	0	0.79	0.73	0.78	0.85	0.89	0	0.85	0.74	0.82	0.83	0.83	0	0.71	0.93	0.79	0.91	0.96	0.75	0.73	0.91	0.87	0.91	0.96	0.96		0%	100%	
	HV%	0%	3%	2%	0%	1%	2%	0%	7%	1%	24%	9%	28%	0%	2%	17%	34%	17%	5%	8%	35%	5%	4%	6%	17%	9%		**0**	**5**	**5**
Saturday MD Peak	Lights	0	54	28	86	168	134	0	122	44	34	200	124	0	61	612	52	725	998	12	44	790	29	875	712	1968	W	0	0	0
Specified Period	%	0%	98%	97%	98%	98%	97%	0%	90%	96%	79%	89%	81%	0%	98%	90%	83%	90%	92%	100%	71%	92%	97%	91%	90%	91%		0%	0%	
11:30 AM - 12:30 PM	Mediums	0	1	1	2	4	4	0	3	2	3	8	9	0	1	18	4	23	29	0	4	24	1	29	22	64	E	0	1	1
One Hour Peak	%	0%	2%	3%	2%	2%	3%	0%	2%	4%	7%	4%	6%	0%	2%	3%	6%	3%	3%	0%	6%	3%	3%	3%	3%	3%		0%	100%	
11:30 AM - 12:30 PM	Articulated Trucks	0	0	0	0	0	0	0	11	0	6	17	21	0	0	48	7	55	52	0	14	41	0	55	54	127	S	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	8%	0%	14%	8%	14%	0%	0%	7%	11%	7%	5%	0%	23%	5%	0%	6%	7%	6%		0%	0%	
	Total	**0**	**55**	**29**	**88**	**172**	**138**	**0**	**136**	**46**	**43**	**225**	**154**	**0**	**62**	**678**	**63**	**803**	**1079**	**12**	**62**	**855**	**30**	**959**	**788**	**2159**	N	0	0	0
	PHF	0	0.69	0.72	0.65	0.75	0.86	0	0.71	0.57	0.77	0.71	0.88	0	0.74	0.91	0.88	0.93	0.9	0.6	0.74	0.93	0.83	0.96	0.93	0.95		0%	0%	
	HV%	0%	2%	3%	2%	2%	3%	0%	10%	4%	21%	11%	19%	0%	2%	10%	17%	10%	8%	0%	29%	8%	3%	9%	10%	9%		**0**	**1**	**1**

Study Name 03 Foster & Inbound Diesel Driveway
Start Date Thursday, February 22, 2018

Report Summary

		Eastbound						Westbound						Northbound						Southbound								Crosswalk		
Time Period	Class.	U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O	Total		s on Cr	odestria	Total
AM Peak Period	Lights	1	1	353	16	371	199	0	5	196	3	204	354	0	1	0	0	1	21	0	1	0	1	2	4	578	W	0	4	4
Specified Period	%	100%	6%	87%	100%	85%	76%	0%	100%	76%	13%	72%	87%	0%	100%	0%	0%	100%	100%	0%	20%	0%	50%	29%	10%	79%		0%	100%	
7:45 AM - 8:45 AM	Mediums	0	7	18	0	25	34	0	0	34	9	43	20	0	0	0	0	0	0	0	2	0	0	2	16	70	E	0	1	1
One Hour Peak	%	0%	44%	4%	0%	6%	13%	0%	0%	13%	39%	15%	5%	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	29%	41%	10%		0%	100%	
7:45 AM - 8:45 AM	ticulated Truc	0	8	33	0	41	28	0	0	27	11	38	35	0	0	0	0	0	0	0	2	0	1	3	19	82	S	0	1	1
	%	0%	50%	8%	0%	9%	11%	0%	0%	11%	48%	13%	9%	0%	0%	0%	0%	0%	0%	0%	40%	0%	50%	43%	49%	11%		0%	100%	
	Total	**1**	**16**	**404**	**16**	**437**	**261**	**0**	**5**	**257**	**23**	**285**	**409**	**0**	**1**	**0**	**0**	**1**	**21**	**0**	**5**	**0**	**2**	**7**	**39**	**730**	N	0	2	2
	PHF	0.25	0.57	0.79	0.33	0.83	0.83	0	0.62	0.83	0.64	0.83	0.79	0	0.25	0	0	0.25	0.38	0	0.62	0	0.5	0.58	0.65	0.92		0%	100%	
	HV%	0%	94%	13%	0%	15%	24%	0%	0%	24%	87%	28%	13%	0%	0%	0%	0%	0%	0%	0%	80%	0%	50%	71%	90%	21%		**0**	**8**	**8**
PM Peak Period	Lights	0	3	162	1	166	581	0	0	571	3	574	167	0	10	0	5	15	1	0	0	0	0	0	6	755	W	0	3	3
Specified Period	%	0%	14%	76%	100%	70%	93%	0%	0%	93%	15%	91%	75%	0%	100%	0%	100%	100%	100%	0%	0%	0%	0%	0%	14%	85%		0%	100%	
4:15 PM - 5:15 PM	Mediums	0	7	26	0	33	20	0	0	20	5	25	29	0	0	0	0	0	0	0	3	0	0	3	12	61	E	0	0	0
One Hour Peak	%	0%	32%	12%	0%	14%	3%	0%	0%	3%	25%	4%	13%	0%	0%	0%	0%	0%	0%	0%	75%	0%	0%	60%	29%	7%		0%	0%	
4:15 PM - 5:15 PM	ticulated Truc	0	12	26	0	38	22	0	0	21	12	33	27	0	0	0	0	0	0	0	1	0	1	2	24	73	S	0	1	1
	%	0%	55%	12%	0%	16%	4%	0%	0%	3%	60%	5%	12%	0%	0%	0%	0%	0%	0%	0%	25%	0%	100%	40%	57%	8%		0%	100%	
	Total	**0**	**22**	**214**	**1**	**237**	**623**	**0**	**0**	**612**	**20**	**632**	**223**	**0**	**10**	**0**	**5**	**15**	**1**	**0**	**4**	**0**	**1**	**5**	**42**	**889**	N	0	4	4
	PHF	0	0.61	0.84	0.25	0.87	0.8	0	0	0.83	0.56	0.82	0.86	0	0.28	0	0.25	0.27	0.25	0	0.5	0	0.25	0.42	0.58	0.85		0%	100%	
	HV%	0%	86%	24%	0%	30%	7%	0%	0%	7%	85%	9%	25%	0%	0%	0%	0%	0%	0%	0%	100%	0%	100%	100%	86%	15%		**0**	**8**	**8**
Satuday MD Peak	Lights	0	1	133	0	134	189	0	1	189	1	191	133	0	0	0	0	0	1	0	0	0	0	0	2	325	W	0	0	0
Specified Period	%	0%	9%	88%	0%	83%	94%	0%	100%	94%	20%	92%	87%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	13%	87%		0%	0%	
11:30 AM - 12:30 PM	Mediums	0	1	6	0	7	5	0	0	5	0	5	6	0	0	0	0	0	0	0	0	0	0	0	1	12	E	0	0	0
One Hour Peak	%	0%	9%	4%	0%	4%	2%	0%	0%	2%	0%	2%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	6%	3%		0%	0%	
11:30 AM - 12:30 PM	ticulated Truc	0	9	12	0	21	8	0	0	8	4	12	14	0	0	0	0	0	0	0	2	0	0	2	13	35	S	0	0	0
	%	0%	82%	8%	0%	13%	4%	0%	0%	4%	80%	6%	9%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	100%	81%	9%		0%	0%	
	Total	**0**	**11**	**151**	**0**	**162**	**202**	**0**	**1**	**202**	**5**	**208**	**153**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**2**	**0**	**0**	**2**	**16**	**372**	N	0	0	0
	PHF	0	0.69	0.9	0	0.88	0.66	0	0.25	0.66	0.62	0.66	0.91	0	0	0	0	0	0.25	0	0.5	0	0	0.5	0.8	0.77		0%	0%	
	HV%	0%	91%	12%	0%	17%	6%	0%	0%	6%	80%	8%	13%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	100%	88%	13%		**0**	**0**	**0**

Study Name 02 Foster & Outbound Diesel Driveway
Start Date Thursday, February 22, 2018

Report Summary

		Eastbound						Westbound						Northbound						Southbound								Crosswalk	
Time Period	Class.	U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O	Total		s on Cr	odestria Total
AM Peak Period	Lights	1	1	361	0	363	194	0	1	187	0	188	366	0	3	0	5	8	1	0	0	0	3	3	1	562	W	0	0	0
Specified Period	%	100%	50%	86%	0%	85%	67%	0%	100%	75%	0%	75%	85%	0%	75%	0%	100%	89%	100%	0%	0%	0%	9%	8%	50%	78%		0%	0%	
7:45 AM - 8:45 AM	Mediums	0	1	21	0	22	48	0	0	35	0	35	23	0	0	0	0	0	0	0	2	0	13	15	1	72	E	0	1	1
One Hour Peak	%	0%	50%	5%	0%	5%	17%	0%	0%	14%	0%	14%	5%	0%	0%	0%	0%	0%	0%	0%	67%	0%	38%	41%	50%	10%		0%	100%	
7:45 AM - 8:45 AM	Articulated Trucks	0	0	40	0	40	46	0	0	27	0	27	41	0	1	0	0	1	0	0	1	0	18	19	0	87	S	0	1	1
	%	0%	0%	9%	0%	9%	16%	0%	0%	11%	0%	11%	10%	0%	25%	0%	0%	11%	0%	0%	33%	0%	53%	51%	0%	12%		0%	100%	
	Total	**1**	**2**	**422**	**0**	**425**	**288**	**0**	**1**	**249**	**0**	**250**	**430**	**0**	**4**	**0**	**5**	**9**	**1**	**0**	**3**	**0**	**34**	**37**	**2**	**721**	N	0	2	2
	PHF	0.25	0.25	0.81	0	0.8	0.81	0	0.25	0.82	0	0.81	0.81	0	0.33	0	0.62	0.56	0.25	0	0.38	0	0.65	0.71	0.25	0.9		0%	100%	
	HV%	0%	50%	14%	0%	15%	33%	0%	0%	25%	0%	25%	15%	0%	25%	0%	0%	11%	0%	0%	100%	0%	91%	92%	50%	22%		**0**	**4**	**4**
PM Peak Period	Lights	0	1	163	1	165	581	0	2	576	0	578	166	0	0	0	3	3	3	0	0	0	5	5	1	751	W	0	0	0
Specified Period	%	0%	50%	71%	100%	71%	91%	0%	100%	93%	0%	93%	70%	0%	0%	0%	75%	60%	100%	0%	0%	0%	23%	19%	50%	85%		0%	0%	
4:15 PM - 5:15 PM	Mediums	0	0	32	0	32	24	0	0	19	0	19	35	0	0	0	1	1	0	0	2	0	5	7	0	59	E	0	0	0
One Hour Peak	%	0%	0%	14%	0%	14%	4%	0%	0%	3%	0%	3%	15%	0%	0%	0%	25%	20%	0%	0%	50%	0%	23%	27%	0%	7%		0%	0%	
4:15 PM - 5:15 PM	Articulated Trucks	0	1	34	0	35	35	0	0	22	0	22	36	0	1	0	0	1	0	0	2	0	12	14	1	72	S	0	2	2
	%	0%	50%	15%	0%	15%	5%	0%	0%	4%	0%	4%	15%	0%	100%	0%	0%	20%	0%	0%	50%	0%	55%	54%	50%	8%		0%	100%	
	Total	**0**	**2**	**229**	**1**	**232**	**640**	**0**	**2**	**617**	**0**	**619**	**237**	**0**	**1**	**0**	**4**	**5**	**3**	**0**	**4**	**0**	**22**	**26**	**2**	**882**	N	0	4	4
	PHF	0	0.5	0.87	0.25	0.87	0.8	0	0.25	0.81	0	0.81	0.87	0	0.25	0	0.5	0.62	0.25	0	1	0	0.55	0.59	0.5	0.86		0%	100%	
	HV%	0%	50%	29%	0%	29%	9%	0%	0%	7%	0%	7%	30%	0%	100%	0%	25%	40%	0%	0%	100%	0%	77%	81%	50%	15%		**0**	**6**	**6**
Saturday MD Peak	Lights	0	1	133	0	134	185	0	4	182	0	186	133	0	1	0	0	1	4	0	0	0	2	2	1	323	W	0	0	0
Specified Period	%	0%	50%	83%	0%	82%	88%	0%	100%	93%	0%	93%	83%	0%	100%	0%	0%	100%	100%	0%	0%	0%	14%	14%	50%	85%		0%	0%	
11:30 AM - 12:30 PM	Mediums	0	1	7	0	8	7	0	0	5	0	5	7	0	0	0	0	0	0	0	0	0	2	2	1	15	E	0	0	0
One Hour Peak	%	0%	50%	4%	0%	5%	3%	0%	0%	3%	0%	3%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	14%	14%	50%	4%		0%	0%	
11:30 AM - 12:30 PM	Articulated Trucks	0	0	21	0	21	19	0	0	9	0	9	21	0	0	0	0	0	0	0	0	0	10	10	0	40	S	0	0	0
	%	0%	0%	13%	0%	13%	9%	0%	0%	5%	0%	5%	13%	0%	0%	0%	0%	0%	0%	0%	0%	0%	71%	71%	0%	11%		0%	0%	
	Total	**0**	**2**	**161**	**0**	**163**	**211**	**0**	**4**	**196**	**0**	**200**	**161**	**0**	**1**	**0**	**0**	**1**	**4**	**0**	**0**	**0**	**14**	**14**	**2**	**378**	N	0	0	0
	PHF	0	0.5	0.88	0	0.89	0.65	0	0.5	0.63	0	0.64	0.88	0	0.25	0	0	0.25	0.5	0	0	0	0.88	0.88	0.5	0.75		0%	0%	
	HV%	0%	50%	17%	0%	18%	12%	0%	0%	7%	0%	7%	17%	0%	0%	0%	0%	0%	0%	0%	0%	0%	86%	86%	50%	15%		**0**	**0**	**0**

Kimley»Horn

1001 Warrenville Road | Suite 350 | Lisle, IL | 60532
630-487-5550

FINAL ENGINEERING ENGINEERING PLANS

THORTONS #314

601 IL-83

BENSENVILLE, IL 60106

Call Before You Dig JULIE 1-800-892-0123

UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
VILLAGE OF BENSENVILLE, PUBLIC WORKS
717 EAST JEFFERSON STREET
BENSENVILLE, IL 60106
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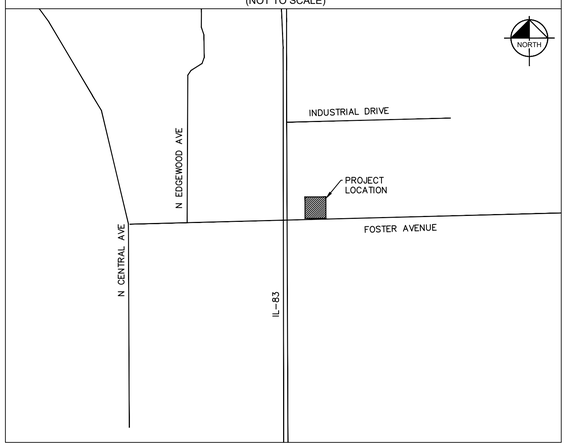
COMMONWEALTH EDISON
3500 NORTH CALIFORNIA AVENUE
CHICAGO, IL 60618
TEL: (866) 639-3532

NATURAL GAS COMPANY
NICOR GAS
1844 FERRY ROAD
NAPERVILLE, IL 60563
TEL: (888) 642-6748

TELEPHONE
AT&T
915 N. YORK STREET
ELMHURST, IL 60126
TEL: (331) 209-6685

LOCATION MAP

(NOT TO SCALE)



Sheet List Table	
Sheet Number	Sheet Title
C0.0	TITLE SHEET
C1.0	DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN

PROJECT TEAM

DEVELOPER
THORNTONS, INC.
2600 JAMES THORNTON WAY
LOUSVILLE, KY 40245
TEL: (502) 572-1294
EMAIL: TODD.SMUTZ@THORNTONSINC.COM
CONTACT: TODD SMUTZ

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1001 WARRENVILLE RD, SUITE 350
LISLE, IL 60532
TEL: (630) 487-5560
EMAIL: ERIC.TRACY@KIMLEY-HORN.COM
CONTACT: ERIC TRACY, P.E.

SURVEYOR
SPACECO INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018
TEL: (847) 696-4060
CONTACT: GABRIELA PTASINSKA, P.L.S.

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

SITE BENCHMARK #2 BY OTHERS:
ARROW BOLT ON FIRE HYDRANT ON SIDE OF FOSTER AVENUE.
ELEVATION=691.51 (NAVD 88)

ADD 0.94 TO ELEVATIONS FOR NAVD88.

SITE BENCHMARK PER T.K.D LAND SURVEYORS, INC. TOPOGRAPHIC & BOUNDARY SURVEY PLAN UNDER ORDER NO. 12-046, DATED 03/15/2012, FIELD WORK COMPLETED 03/15/2012

PROFESSIONAL ENGINEER'S CERTIFICATION

I, ERIC J. TRACY, A LICENSED PROFESSIONAL ENGINEER OF IL, HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "C" SERIES CIVIL SHEETS LISTED ABOVE, WAS PREPARED ON BEHALF OF THORNTONS, INC. BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS _____ DAY OF _____ , A.D., 2018.

_____
IL LICENSED PROFESSIONAL ENGINEER 062-067482
MY LICENSE EXPIRES ON NOVEMBER 30, 2019

No.	REVISIONS	DATE	BY
1	REVISED PER VILLAGE	06/21/18	SMH

Kimley»Horn

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1001 WARRENVILLE ROAD, SUITE 350,
LISLE, IL 60532
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: SMH
DRAWN BY: SMH
CHECKED BY: ET

THORNTONS

TITLE SHEET

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE: 03/01/2018
KHA PROJECT NO. 168281047
SHEET NUMBER
C0.0

Drawing name: K:\CHS_LDEV\168281047_Thorntons_Bensenville_IL\2 Design\CAD\PlanSheets\C0.0 - TITLE SHEET.dwg C0.0 Jun 21, 2018 2:37pm by sean.hickey
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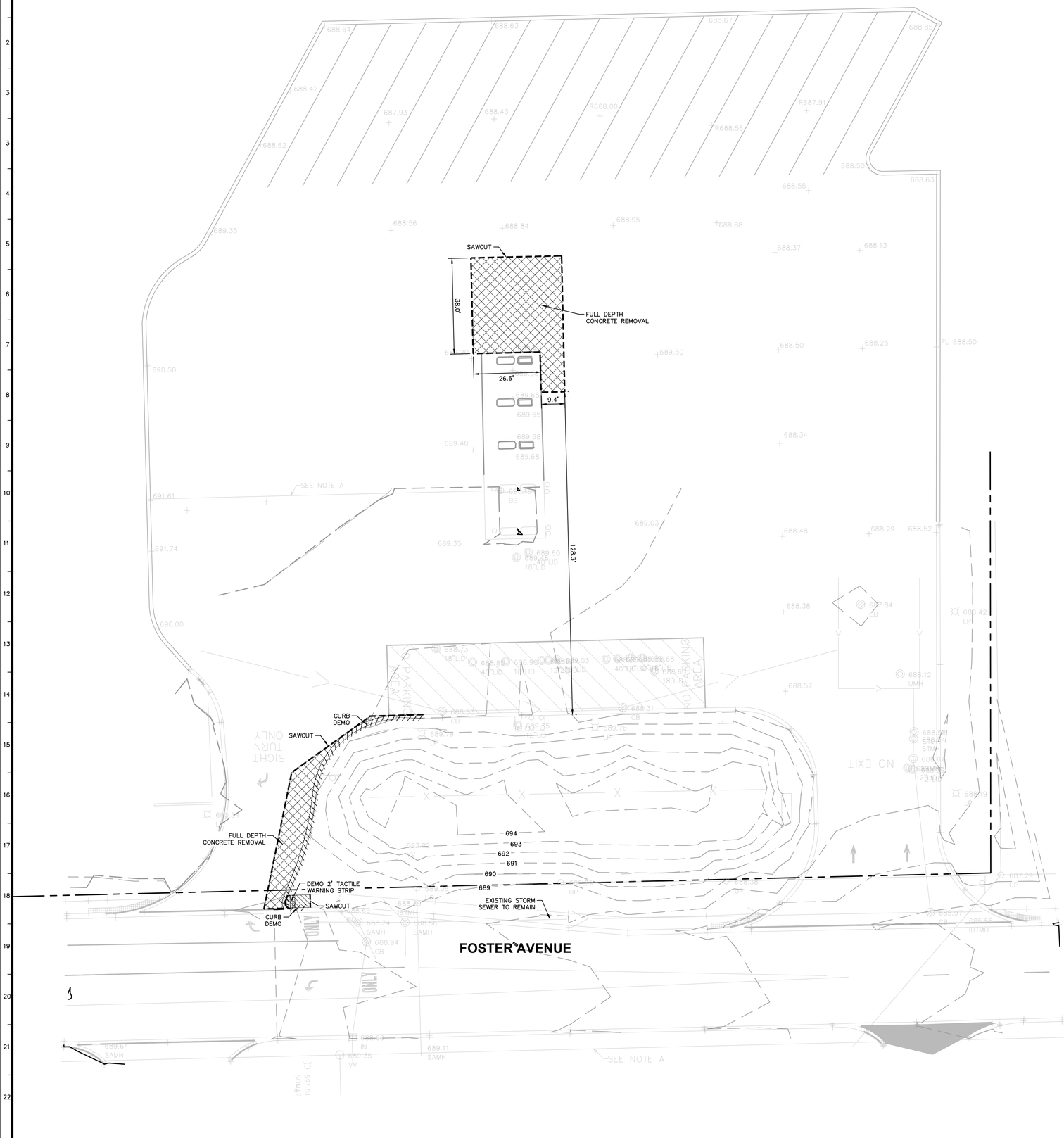

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DEMOLITION LEGEND

- ITEM TO REMAIN, PROTECT DURING CONSTRUCTION
- CURB REMOVAL
- FULL DEPTH ASPHALT REMOVAL
- FULL DEPTH CONCRETE REMOVAL
- SAWCUT LINE

DEMOLITION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED.
2. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
3. THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR SHALL NOT DEMOLISH ANYTHING OUTSIDE THE OWNERS LEASE/PROPERTY LINE UNLESS SPECIFICALLY MENTIONED ON THIS SHEET.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
5. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING IDOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
6. QUANTITIES DEPICTED ON THIS SHEET SHALL SERVE AS A GUIDE ONLY. CONTRACTOR TO VERIFY ALL DEMOLITION QUANTITIES.
7. REFER TO GEOTECHNICAL REPORT PROVIDED BY OTHERS FOR ALL SUBSURFACE INFORMATION.
8. CONTRACTOR SHALL BEGIN CONSTRUCTION OF ANY LIGHT POLE BASES FOR RELOCATED LIGHT FIXTURES AND RELOCATION OF ELECTRICAL SYSTEM AS SOON AS DEMOLITION BEGINS. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY LIGHT POLES OR SIGNS SHALL NOT EXCEED 24 HOURS.
9. EROSION CONTROL MUST BE ESTABLISHED PRIOR TO ANY WORK ON SITE INCLUDING DEMOLITION.
10. THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN.
11. CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
12. EXISTING UTILITIES, WHICH DO NOT SERVICE STRUCTURES BEING DEMOLISHED, ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR SHALL ARRANGE FOR SHUT-OFF OF UTILITIES SERVING STRUCTURES TO BE DEMOLISHED. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
13. UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL "JULIE" (1-800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
14. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
15. COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION OF STRUCTURES TO THE FINAL LINES AND GRADES SHOWN ON THE CONTRACT DOCUMENTS. BACKFILL MATERIAL SHALL BE IDOT APPROVED CRUSHED LIMESTONE (CA-6) OR APPROVED EQUAL. USE SATISFACTORY SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. PRIOR TO PLACEMENT OF FILL MATERIALS, ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST, FROZEN MATERIAL, TRASH AND DEBRIS. PLACE FILL MATERIALS IN HORIZONTAL LAYERS NOT EXCEEDING 9" IN LOOSE DEPTH. COMPACT EACH LAYER AT OPTIMUM MOISTURE CONTENT OF FILL MATERIAL TO 95% OF MODIFIED PROCTOR DENSITY UNLESS SUBSEQUENT EXCAVATION FOR NEW WORK IS REQUIRED.
16. TANK HOLE SHORING WILL BE REQUIRED DUE TO THE PROXIMITY OF PAVEMENT EXCAVATION FOR FUEL LINE PIPING.

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SCALE: AS NOTED
DESIGNED BY: SMH
DRAWN BY: SMH
CHECKED BY: ET

THORNTONS

DEMOLITION PLAN

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE: 03/01/2018
KHA PROJECT NO. 168281047
SHEET NUMBER
C1.0

Drawing name: K:\CHS_LDEV\168281047_Thorntons_Bensenville_IL\2 Design\CAD\PlanSheets\C1.0 - DEMOLITION PLAN.dwg C1.0 Jun 21, 2018 2:37pm by: sean.hickey
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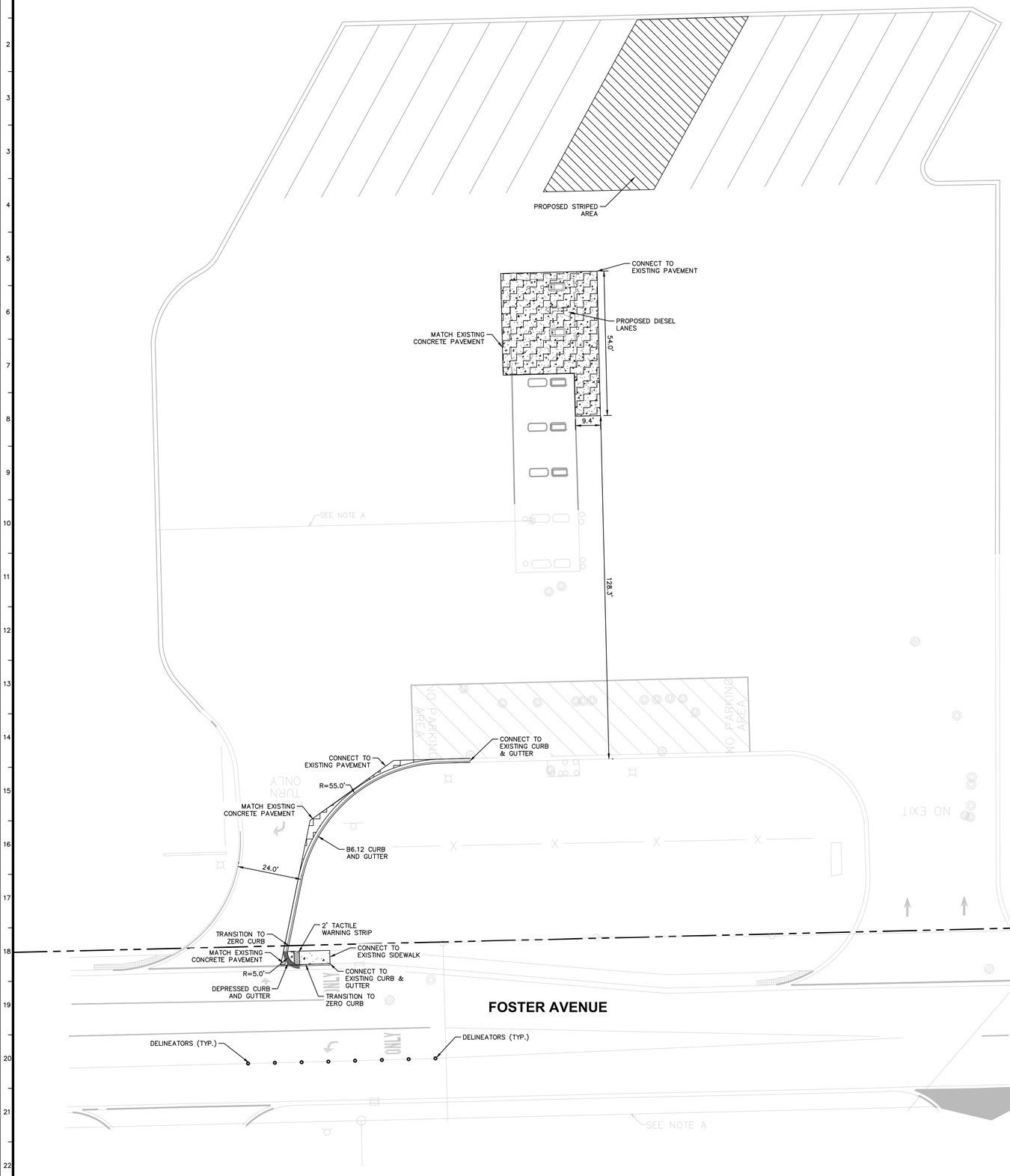

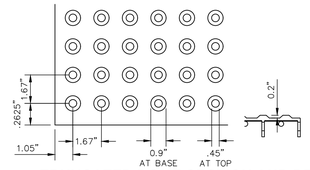

TRUNCATED DOME SECTION AND DETAIL

N.T.S.

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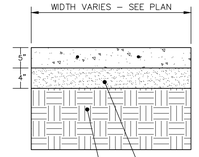


NOTES:

1. ALL SIDEWALK SHALL BE CONSTRUCTED WITH CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 14 DAYS.
2. PROVIDE 1/2" EXPANSION JOINTS AT 20', MAXIMUM, SPACING AND FILLED WITH PREMOLDED BITUMINOUS EXPANSION JOINT FILLER MATERIAL OR REDWOOD. EXPANSION JOINTS SHALL HAVE #4 DOWELS, LUBRICATED, 18" LONG, AT 12" CENTERS, 6" FROM EDGE.
3. PROVIDE 3/8" GROOVED CONTROL JOINTS AT 5' CENTERS.
4. WELDED WIRE FABRIC (6X6–6X6) SHALL BE INSTALLED THROUGH DRIVEWAYS AT 2" ABOVE SLAB BOTTOM.
5. PROVIDE 1/2" BITUMINOUS EXPANSION JOINT FILLER MATERIAL WHERE WALK ABUTS EXISTING IMPROVEMENTS AND AT ALL CHANGES IN GRADE
6. USE 2–#4 REINFORCING BARS, 10' LONG OVER ALL UTILITY TRENCHES FOR NEW SIDEWALK AND CONNECTIONS TO EXISTING SIDEWALK.
7. AT DRIVE APPROACHES, SIDEWALK PCC AND BASE THICKNESS SHALL MATCH THAT OF THE DRIVE.

CONCRETE SIDEWALK

N.T.S.

GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3–FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON–SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

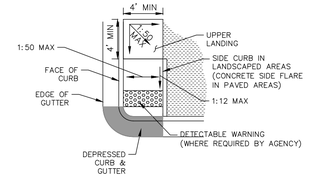
PAVING AND CURB LEGEND

CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION

HEAVY DUTY CONCRETE PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION

STANDARD PITCH CONCRETE CURB AND GUTTER

CONCRETE DEPRESSED CURB AND GUTTER



RAMPS ADJACENT TO PAVEMENT

SIDEWALK AND SIDEWALK RAMPS

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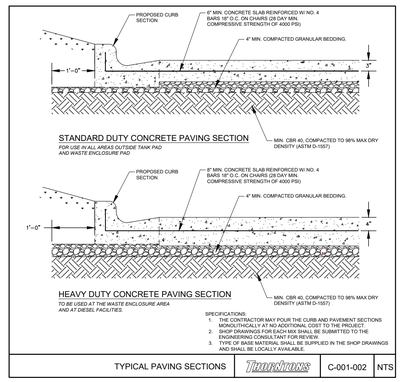
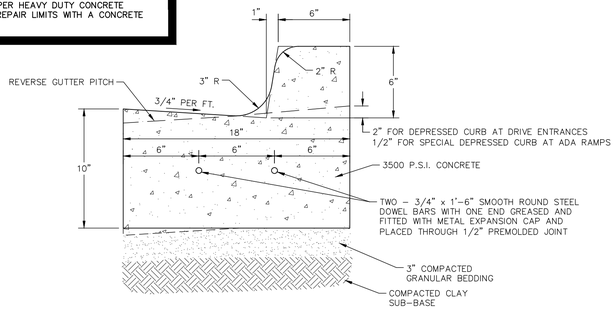


SPECIFICATIONS:
1. THE CONTRACTOR MAY POUR THE CURB AND PAVEMENT SECTIONS MONOLITHICALLY AT NO ADDITIONAL COST TO THE PROJECT
2. SHOP DRAWINGS FOR EACH MIX SHALL BE SUBMITTED TO THE ENGINEERING CONSULTANT FOR REVIEW.
3. TYPE OF BASE MATERIAL SHALL BE SUPPLIED IN THE SHOP DRAWINGS AND SHALL BE LOCALLY AVAILABLE

TYPICAL PAVING SECTIONS	Thorntons	C-001-002	NTS

PAVING NOTES

*CONTRACTOR TO REMOVE AND DISPOSE OF CONCRETE PAVEMENT AS SHOWN. CONTRACTOR TO REPLACE PAVEMENT AS SHOWN PER HEAVY DUTY CONCRETE PAVEMENT SECTION DETAIL AND SEAL EDGES OF REPAIR LIMITS WITH A CONCRETE JOINT SEALANT MATERIAL PER IDOT STANDARDS.



NOTES: USE TWO – #5 REBARS FOR 10 L.F. ON EITHER SIDE OF ALL UTILITY TRENCHES. INSTALL EXPANSION JOINTS EVERY 50 FT. AND SAW–CUT CONSTRUCTION JOINTS EVERY 25 FT.

B6.12 CURB & GUTTER

N.T.S.

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CHECKED BY: ET

Thorntons

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE:
03/01/2018

KHA PROJECT NO.
168281047

SHEET NUMBER
C2.0

Drawing name: K:\CHS_LDEV\168281047_Thorntons_Bensenville_IL\2 Design\CAD\PlanSheets\C2.0 – SITE PLAN.dwg C2.0 Jun 21, 2018 2:37pm by: seon.hickey
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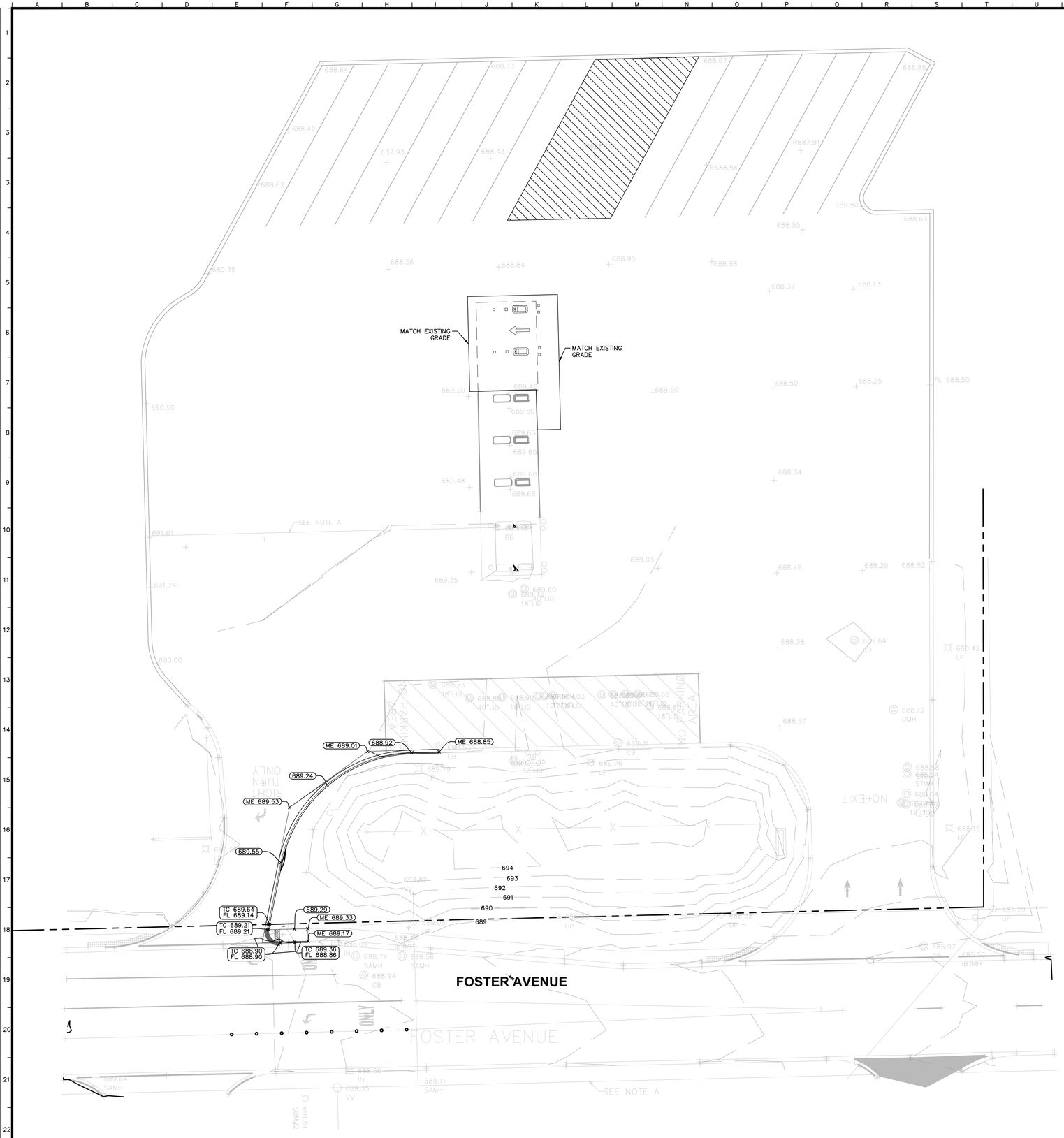

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GRADING NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
4. NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
5. MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
6. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES UNLESS OTHERWISE NOTED.
7. WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB, CONTRACTOR TO INSTALL REVERSE GUTTER PITCH.
8. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS.

GRADING LEGEND

FL = FLOW LINE
TC = TOP OF CURB
ME = MATCH ELEVATION
689 — PROPOSED CONTOUR
689 — EXISTING CONTOUR
PITCH CURB AND GUTTER

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THORNTONS

GRADING PLAN

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE: 03/01/2018
KHA PROJECT NO. 168281047
SHEET NUMBER
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Drawing name: K:\CHS_LDEV\168281047_Thorntons_Bensenville_IL\2 Design\CAD\PlanSheets\C3.0 - GRADING PLAN.dwg C3.0 Jun 21, 2018 2:37pm by: sean.hickey
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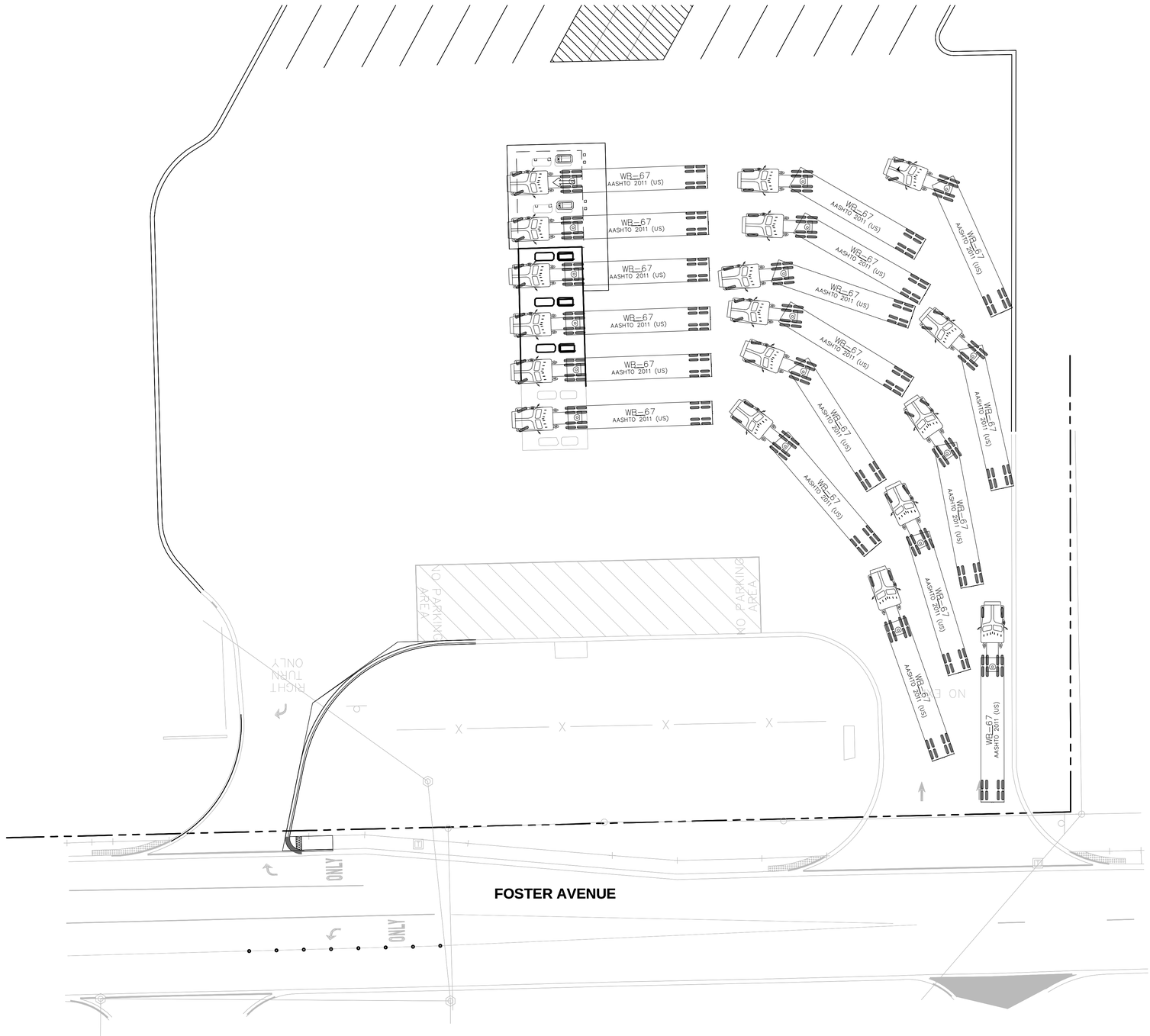

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DRAWN BY: SMH
CHECKED BY: ET

THORNTONS

STACKING EXHIBIT

THORNTONS #314
601 IL-83
BENSENVILLE, ILLINOIS 60106

ORIGINAL ISSUE:
03/01/2018

KHA PROJECT NO.
168281047

SHEET NUMBER

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Village of Bensenville
Board Room
12 South Center Street
DuPage and Cook Counties
Bensenville, IL, 60106

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

August 7, 2018

CALL TO ORDER: The meeting was called to order by Chairman Rowe at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

STAFF PRESENT: K. Pozsgay, C. Williamsen,

JOURNAL OF PROCEEDINGS: The minutes of the Special Community Development Commission Meeting of June 23, 2018 were presented.

Motion: Commissioner King made a motion to approve the minutes as presented. Commissioner Marcotte seconded the motion.

All were in favor. Motion carried.

PUBLIC COMMENT: There was no Public Comment

Continued Public Hearing: CDC Case Number 2018-08
Petitioner: Thornton's, Inc.
Location: 601 N. IL Route 83
Request: A Conditional Use Permit Amendment to Ordinance Ord. No. 53A-2012 to allow for the construction of two additional truck fueling stations, and Variance, stacking; Municipal Code Section 10 – 11 – 11.

Motion: Commissioner Wasowicz made a motion to re-open CDC Case No. 2018-08. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

DRAFT

Chairman Rowe re-opened the Public Hearing at 6:32 p.m.

Chairman Rowe swore in Village Planner, Kurtis Pozsgay.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on May 17, 2018. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on May 18, 2018. Mr. Pozsgay stated on May 18, 2018 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours. Mr. Pozsgay stated the Petitioner is seeking to amend a previously approved Conditional Use Permit to allow a Gasoline and Diesel Fuel Service Station. Mr. Pozsgay stated the Petitioner wants to add two (2) additional Diesel Fuel service lanes. Mr. Pozsgay stated they also propose to make enhancements to the truck exit by further attempting to restrict left turns onto Foster Avenue, which have been a problem even with the current configuration constructed to limit the movement.

Todd Smutz of Thornton's, Inc. and Eric Tracy of Kimley-Horn & Associates, Inc. were both present and sworn in by Chairman Rowe. Mr. Smutz stated they have worked with the neighborhood and Staff to revise their original plan of wanting to expand to the south to expand to the north. Mr. Smutz stated nothing facing Marshall Road will change on the property, the fence will remain in place.

Chairman Rowe asked what could be done to prevent trucks from making a left turn onto Foster Avenue. Mr. Tracy stated he was working with Staff to find a solution. Mr. Tracy stated higher curbs on site can prevent the issue.

Commissioner Wasowicz raised concern with Mr. Tracy's comments regarding higher curbs indicating truck driver in the Chicagoland area jump curbs all the time.

DRAFT

Public Comment:

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case.

Diane Burda – 581 Marshall Road
Ms. Burda was present and sworn in by Chairman Rowe. Ms. Burda addressed the Commission with her concern regarding trucks exiting the property through the entrance and making a left turn onto Foster Avenue. Ms. Burda asked the Commission to address the issue with Thornton's.

Carlos Pinzon – Fas Fuel – 1188 Foster Avenue
Mr. Pinzon was present and sworn in my Chairman Rowe. Mr. Pinzon stated in 2016 Fas Fuel was denied permission to expand their operation to add diesel fueling on site because according to the Village there was no a demand in the area. Mr. Pinzon stated there is clearly a need for diesel fuel in the area since the proposal is for an expansion on diesel tanks. Mr. Pinzon stated Fas Fuel was against any medians being installed on Foster Avenue, as it would affect their operations as well.

Mr. Pozsgay reviewed the approval criteria for the proposed conditional use permit amendment request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

   Applicant's Response: The project is proposing to restrict exiting left turns from the store to increase safety on Foster Avenue.

2. **Environmental Nuisance**: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

   Applicant's Response: There will not be any adverse environmental effects.

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

DRAFT

Applicant's Response: The character of the neighborhood will not be altered.

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

   Applicant's Response: The expansion will not affect the use of public services and facilities.

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

   Applicant's Response: The expansion of two diesel fuel canopies will allow Thorntons to better serve the existing corridor.

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

   Applicant's Response: No response.

Mr. Pozsgay reviewed the approval criteria for the proposed variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

   Response: Space does not exist on the site to provide additional stacking for the proposed fuel positions. The proposed fuel positions will allow Thorntons to serve customers more efficiently and allow for more customers to be served in less time which will help to alleviate stacking.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

DRAFT

Response: Adhering to the stacking requirements would result in a hardship for Thorntons. Thorntons would not be able to provide the additional dispensers at the store.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The stacking area between the entrance to the fuel dispenser area and the fuel canopy does not have adequate space to allow for the additional stacking requirements.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

   Response: The special circumstances have not been created by the applicant and are existing site conditions.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Given the unique site constraints, granting of the variance does not provide special privilege to the development.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

DRAFT

Response: The granting of the variance is necessary for Thorntons to be able to provide additional fueling lanes to serve customers more efficiently.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The granting of the Variance will not alter the essential character of the area.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

   Response: The granting of the Variance will be consistent with the existing conditional use. The variance will provide Thorntons the ability to serve their customers more effectively.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

   Response: The variance requested is the minimum variation needed. Thorntons would not be able to provide the additional dispensers at the store.

Mr. Pozsgay stated Staff recommends the approval of the above Findings of Fact and therefore the approval of the Conditional Use Permit Amendment and Variance with the following condition:

1. The property be developed in substantial compliance with the plans submitted Kimley-Horn, Inc. dated 03.01.18 and revised 06.21.18;
2. New fueling lanes to be developed on north side of property as proposed in revised plans, away from homes to the south;
3. Applicant works with homes to the south to address light from signage;
4. Applicant fixes fence along Foster Avenue;
5. Applicant works with engineering on final changes to site plan regarding truck movements onto Foster Avenue.

DRAFT

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-08. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:53 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-08 as presented by Staff and to approve the Amendment to Conditional Use Permit and Variance. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2018-12
Petitioner: Lincolnwood Gas & Food, Inc.
Location: 1301 West Irving Park Road
Request: Conditional Use Permit (Service Station)

Motion: Commissioner Marcotte made a motion to open CDC Case No. 2018-12. Commissioner Wasowicz seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:54 p.m.

Motion: Commissioner Marcotte made a motion to continue CDC Case No. 2018-12 until September 4, 2018. Commissioner King seconded the motion.

DRAFT

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2018-17
Petitioner: Kamil Matyja
Location: 751 South Center Street
Request: Variance, Shed Size, Municipal Code Section 10-14-12B-3

Motion: Commissioner Marcotte made a motion to open CDC Case No. 2018-17. Commissioner Wasowicz seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz
Absent: Rodriguez
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:55 p.m.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on July 19, 2018. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on July 20, 2018. Mr. Pozsgay stated on July 20, 2018 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250’ of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours. Mr. Pozsgay stated the Petitioner had a stop work order for building a new shed with attached deck without a permit. Mr. Pozsgay stated he was replacing an old tired shed. Mr. Pozsgay stated the new shed is larger than allowed by code. Mr. Pozsgay stated the shed is 257 square feet and the attached deck with roof is 128 square feet. The maximum allowed shed size by code is 160 square feet.

DRAFT

Mr. Kamil Matyja, property owner was present and sworn in by Chairman Rowe. Mr. Matyja reviewed the proposed plans with the Commission.

Commissioner King asked if there was electricity ran to the shed. Mr. Matyja stated no electricity would be ran to the shed.

Commissioner Wasowicz asked what the flooring of the shed would be. Mr. Matyja stated the floor will be made of plywood and 2x4's.

Commissioner Czarnecki asked if a car would be parked in the shed. Mr. Matyja stated no, just a lawn mower and other yard tools.

Public Comment:

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case. There were none.

Mr. Pozsgay reviewed the approval criteria for the proposed variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

   Response: Plans to build a new shed started when my old shed completely gave out. I applied for a variance because it is approximately 100 sq. ft. bigger as determined by the village. I'm hoping to get the permits approved so that I can beautify my little piece of Bensenville.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

DRAFT

Response: If I would have to reconfigure the size of my shed, it will be at great cost to my family and me. Also I would like to get it done as soon as possible because all my yard and gardening tools are covered by a tarp on my yard.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The main reason I'm applying for the variance is because the shed exceeds approximately 100 sq. ft. more then allowed by village ordinance.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

   Response: There has not been any action taken, on our part, to proceed with construction. We now know that a Variance is needed in order to proceed with obtaining the permit, for construction to resume.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Alot of the sheds in my neighborhood that are newer have been built to exceed the village ordinance and I would like to enjoy the same right to improve and enhance my property while living in Bensenville.

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6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

   Response: Without the variance, I will not be able to enjoy the additional space I need to make my yardwork, gardening and honestly my life a little bit easier. In other words I would have to make costly and time consuming changes to the shed.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The shed, will not in any way impair the environmental quality or welfare of the vicinity in which I live in and it will have little to no effect on the property value because an old shed was on the property when I bought it.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

   Response: If this Variance is granted, it will, in no way, interfere with the General Development Plan adopted by the Village of Bensenville.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

   Response: If the Variance is approved, we will be able to proceed with our plans to obtain a permit and resume construction without incurring additional costs.

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Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. Complete building plans shall be provided.
2. Shed must meet all current building code standards.
3. Shed must be moved outside of the easement.
4. Shed must not impede any exiting drainage or cause any drainage issues to neighboring sites.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-17. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:03 p.m.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact for CDC Case No. 2018-17 as presented by Staff and to approve the Variance. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Report from Community Development: Mr. Pozsgay reviewed both recent CDC cases along with upcoming cases.

DRAFT

ADJOURNMENT: There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:13 p.m.

DRAFT

Ronald Rowe, Chairman
Community Development Commission

ORDINANCE # _____

AN ORDINANCE GRANTING APPROVAL OF A CONDITIONAL USE PERMIT AMENDMENT TO ORDINANCE NO. 53A-2012 TO ALTER THE EXISTING SITE PLAN TO ALLOW FOR TWO ADDITIONAL TRUCK FUELING STATIONS FOR THE PROPERTY COMMONLY IDENTIFIED AS 601 NORTH ILLINOIS ROUTE 83, BENSENVILLE, ILLINOIS

WHEREAS, Thorntons, Inc. ("Owner") and Kimley-Horn and Associates, Inc. ("Applicant"), filed an application (CDC Case #2018 – 08) for a Conditional Use Permit Amendment to Ordinance #53A-2012 to alter the existing site plan to include two additional truck fueling stations for the property located at 601 N IL Route 83, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing was published in the Bensenville Independent on May 17, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 5, 2018, continued to July 3, 2018 and again to August 7, 2018, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending approval of the Conditional Use Permit Amendment with the additional fueling stations and, thereafter, voted unanimously (6-0) to recommend approval of the request and forwarded its recommendations, including the Staff Report and findings to the Committee Of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on August 21, 2018 the Committee Of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Conditional Use Permit Amendment as recommended by the Community Development Commission is consistent with the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C – 2 Highway Commercial District, which zoning classification shall remain in effect subject to the Planned Unit Development Amendment granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the Conditional Use Permit Amendment sought, as adopted by the Community Development Commission as shown in Exhibit "B" is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Conditional Use Permit Amendment are proper and necessary.

SECTION FOUR: That the Conditional Use Permit Amendment to Ordinance No. 53A - 2012 to construct two additional truck fueling stations sought by the Applicant of the Subject Property is hereby granted subject to the following conditions:

1. The property be developed in substantial compliance with the plans submitted Kimley-Horn, Inc. dated 03.01.18 and revised 06.21.18;
2. New fueling lanes to be developed on north side of property as proposed in revised plans, away from homes to the south;
3. Applicant works with homes to the south to address light from signage;
4. Applicant fixes fence along Foster Avenue;
5. Applicant works with engineering on final changes to site plan regarding truck movements onto Foster Avenue.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as amended by the Conditional Use Permit Amendment granted herein.

SECTION SIX: That all other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this _____ day of _____ 2018.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # _____ - 2018
Exhibit "A"

The Legal Description of the property is as follows:

THE SOUTH 396 FEET, AS MEASURED ON THE WEST LINE OF THE WEST 660 FEET, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN OR DEDICATED FOR ROADWAY PURPOSES) IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 601 N IL Route 83, Bensenville, IL 60106.

Ordinance # _____ - 2018
Exhibit "B"
Findings of Fact

Mr. Pozsgay reviewed the approval criteria for the proposed Planned Unit Development request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

   Applicant's Response: The project is proposing to restrict exiting left turns from the store to increase safety on Foster Avenue.

2. **Environmental Nuisance**: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

   Applicant's Response: There will not be any adverse environmental effects.

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

   Applicant's Response: The character of the neighborhood will not be altered.

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

   Applicant's Response: The expansion will not affect the use of public services and facilities.

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

   Applicant's Response: The expansion of two diesel fuel canopies will allow Thorntons to better serve the existing corridor.

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

Applicant's Response: No response.

Mr. Pozsgay reviewed the approval criteria for the proposed variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

   Response: Space does not exist on the site to provide additional stacking for the proposed fuel positions. The proposed fuel positions will allow Thorntons to serve customers more efficiently and allow for more customers to be served in less time which will help to alleviate stacking.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

   Response: Adhering to the stacking requirements would result in a hardship for Thorntons. Thorntons would not be able to provide the additional dispensers at the store.

3. **Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

   Response: The stacking area between the entrance to the fuel dispenser area and the fuel canopy does not have adequate space to allow for the additional stacking requirements.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Response: The special circumstances have not been created by the applicant and are existing site conditions.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

   Response: Given the unique site constraints, granting of the variance does not provide special privilege to the development.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

   Response: The granting of the variance is necessary for Thorntons to be able to provide additional fueling lanes to serve customers more efficiently.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

   Response: The granting of the Variance will not alter the essential character of the area.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

   Response: The granting of the Variance will be consistent with the existing conditional use. The variance will provide Thorntons the ability to serve their customers more effectively.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Response: The variance requested is the minimum variation needed. Thorntons would not be able to provide the additional dispensers at the store.

Mr. Pozsgay stated Staff recommends the approval of the above Findings of Fact and therefore the approval of the Conditional Use Permit Amendment and Variance with the following condition:

6. The property be developed in substantial compliance with the plans submitted Kimley-Horn, Inc. dated 03.01.18 and revised 06.21.18;
7. New fueling lanes to be developed on north side of property as proposed in revised plans, away from homes to the south;
8. Applicant works with homes to the south to address light from signage;
9. Applicant fixes fence along Foster Avenue;
10. Applicant works with engineering on final changes to site plan regarding truck movements onto Foster Avenue.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-08. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:53 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-08 as presented by Staff and to approve the Amendment to Conditional Use Permit and Variance. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

_____

Ronald Rowe, Chairman

Community Development Commission

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Chief Frank Kosman	Police	August 21, 2018

DESCRIPTION:

Consideration of a Resolution to Authorize Payment of $28,337.82 to DuPage County for the First Capital Installment Payment of the Police Records Management System's Component of the Du Page Justice Information System

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*		*Enrich the lives of Residents*
	Quality Customer Oriented Services		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	August 21, 2018

BACKGROUND:

On June 28, 2018, the Village Board approved Resolution No. R-71-2016 authorizing a letter of intent to participate in the DuPage Justice Information System (DUJIS). On August 22, 2017, the Village Board approved Resolution No. R-100-2017 authorizing an Intergovernmental Agreement with the County of DuPage to participate in the integrated justice system known as DUJIS and to share the costs of the program with DuPage County and other participating municipalities.

KEY ISSUES:

As per the attached letter of explanation dated March 2, 2018, cost worksheet and invoice, the cost for the Village of Bensenville for the DuPage County's fiscal year that ends on October 31, 2018 is $28,337.82. The costs which is based on the number of Bensenville users, 45, covers the costs of IT personnel installing the equipment and the capital costs of the RMS system's equipment and software. The estimated 2nd capital installment payment estimated to be $35,395.83 will be invoiced during DuPage County's next fiscal year that will start on November 1, 2018. The records management system is expected to become operational in February 2019. The train the trainer classes for the new system have been scheduled to begin In September.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff's recommendation is to approve the Resolution Authorizing Payment of $28,337.82 to DuPage County for the First Capital Installment Payment of the Police Records Management System's Component of the Du Page Justice Information System.

BUDGET IMPACT:

The amount is within the budgeted amount in the capital line budget, 31080800-591000, Municipal Facilities.

ACTION REQUIRED:

Approval of the Resolution Authorizing the Payment of $28,337.82 to DuPage County for the First Capital Installment Payment of the Police Records Management System's Component of the Du Page Justice Information System.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/15/2018	Resolution Letter
Letter, Worksheeet, Invoice	8/15/2018	Exhibit

Resolution No. R-

Authorizing the Payment to Du Page County for the First Installment of the Capital Expenses for the Records Management System of the Du Page Justice Information System (DUJIS)

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

That the Village Manager is authorized to execute a purchase order for the payment to Du Page County in the not to exceed amount of $28,337.82 for the DUJIS records management system's first capital cost installment.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of August, 2018.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST

_____
Nancy Quinn
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

DUPAGECOUNTY

TO: Hexagon RMS Users

FROM: Linda Zerwin, DuPage ETSB Executive Director
Paul Rafac, DuPage County Chief Finance Officer
Don Carlsen, DuPage County Chief Information Officer

DATE: March 2, 2018

SUBJECT: First Installment Invoice for Hexagon RMS

CC: Chairman Robert Berlin and PRMS Oversight Committee Members
Chairman Gary Grasso and ETS Board Members

Attachments: 2018 PRMS Oversight Committee Meeting Calendar
Invoicing Overview and Cost Summary Worksheet
RMS First Installment Invoice

The first meeting of the PRMS Oversight Committee was held February 20, 2018. The members discussed the invoicing process and invoicing for the first installment. Initially, the invoicing of the first installment was scheduled for September 2017. Since the last IGA for this project was not received until January, this did not occur. In addition, Hexagon has requested an extension to address several service requests and system enhancements that would not be ready by the June cut over date. The adjusted cutover timeframe is February 2019.

Several municipalities have requested that the costs that would have been expensed in their FY17 budget be invoiced now. Some Committee Members expressed the opposing view of pushing the payments until June when Hexagon has indicated that they will be ready to proceed with the system enhancements. After discussion, in an effort to meet the needs of all of the member agencies, the invoicing will go forward. Those agencies that wish to remit now, may do so. The remittance will be held in the fund created according to the IGA (see the invoicing Overview). Per DuPage County policy, the invoices will be rebilled until received.

Since there will be an adjustment to the go-live date, there will be a contract change order or amendment which could adjust the maintenance schedule; and therefore, the payment schedule. The attached schedule provides the costs as estimated/known today for your budgetary purposes. The second installment will be invoiced by the end of 2018. Years 1-5 invoicing could be adjusted based on warranty periods on the system. More information will follow as it becomes available.

With this memorandum, you have received the meeting calendar for the Oversight Committee. The Oversight Committee also discussed the need to have a special call meeting to discuss the contract changes in order to make a recommendation to the ETS Board. The ETS Board is the holder of the contract.

Also, please consider this memorandum the hand off of the PRMS duties from ETSB to DuPage County Finance and IT. Going forward, correspondence regarding costs will be from DuPage County Finance or IT.

If you have questions, please contact:

Dave Jordan, RMS Manager
Office: 630-407-5155
E-mail: Dave.Jordan@dupageco.org

3/2/2018

Agency ID	Agency ID	Number of Users	Actual: Cty FY17* 1st Capital Installment	Cty FY18 2nd Capital Installment	Estimated: Operational / Maintenance Years Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Interface Estimates: Yr 1 tentative	Agency Total Equipment Replacement Contribution
30	ADDISON PD	86	$ 42,018.15	$ 52,483.48	$ 72,301.77	$ 73,768.35	$ 75,295.37	$ 76,885.77	$ 78,542.64	$ 19,643.00	$ 151,142.36
50	BENSENVILLE PD	58	$ 28,337.82	$ 35,395.83	$ 48,761.66	$ 49,750.75	$ 50,780.60	$ 51,853.19	$ 52,970.62	$ 4,291.00	$ 101,933.22
60	BLOOMINGDALE PD	45	$ 21,986.24	$ 27,462.28	$ 37,832.32	$ 38,599.72	$ 39,398.74	$ 40,230.93	$ 41,097.90	$ 19,643.00	$ 79,086.12
70	BURR RIDGE PD	31	$ 15,146.08	$ 18,918.46	$ 26,062.26	$ 26,590.92	$ 27,141.35	$ 27,714.64	$ 28,311.88	$ 12,068.00	$ 54,481.55
80	CLARENDON HILLS PD	14	$ 6,840.16	$ 8,543.82	$ 11,770.06	$ 12,008.80	$ 12,257.39	$ 12,516.29	$ 12,786.01	$ 12,068.00	$ 24,604.57
90	CAROL STREAM PD	78	$ 38,109.48	$ 47,601.29	$ 65,576.02	$ 66,906.18	$ 68,291.15	$ 69,733.60	$ 71,236.35	$ 19,643.00	$ 137,082.60
100	DARIEN PD	37	$ 18,077.58	$ 22,580.10	$ 31,106.57	$ 31,737.55	$ 32,394.52	$ 33,078.76	$ 33,791.60	$ 19,643.00	$ 65,026.36
110	DOWNERS GROVE PD	83	$ 40,552.40	$ 50,652.66	$ 69,779.61	$ 71,195.03	$ 72,668.79	$ 74,203.71	$ 75,802.78	$ 19,643.00	$ 145,869.95
120	ELMHURST PD	82	$ 40,063.82	$ 50,042.39	$ 68,938.89	$ 70,337.26	$ 71,793.26	$ 73,309.69	$ 74,889.50	$ 19,643.00	$ 144,112.48
130	DUPAGE COUNTY FOREST PRESERVE	26	$ 12,703.16	$ 15,867.10	$ 21,858.67	$ 22,302.06	$ 22,763.72	$ 23,244.53	$ 23,745.45	$ 19,643.00	$ 45,694.20
140	GLEN ELLYN PD	51	$ 24,917.74	$ 31,123.92	$ 42,876.63	$ 43,746.35	$ 44,651.91	$ 45,595.05	$ 46,577.61	$ 19,643.00	$ 89,630.93
150	GLENDALE HEIGHTS PD	55	$ 26,872.07	$ 33,565.01	$ 46,239.50	$ 47,177.43	$ 48,154.02	$ 49,171.13	$ 50,230.76	$ 19,643.00	$ 96,660.81
160	HINSDALE PD	28	$ 13,680.33	$ 17,087.64	$ 23,540.11	$ 24,017.60	$ 24,514.77	$ 25,032.58	$ 25,572.02	$ 19,643.00	$ 49,209.14
170	HANOVER PARK PD	90	$ 43,972.48	$ 54,924.57	$ 75,664.64	$ 77,199.43	$ 78,797.48	$ 80,461.85	$ 82,195.79	$ 19,643.00	$ 158,172.23
180	ITASCA PD	26	$ 12,703.16	$ 15,867.10	$ 21,858.67	$ 22,302.06	$ 22,763.72	$ 23,244.53	$ 23,745.45	$ 19,643.00	$ 45,694.20
190	LISLE PD	51	$ 24,917.74	$ 31,123.92	$ 42,876.63	$ 43,746.35	$ 44,651.91	$ 45,595.05	$ 46,577.61	$ 19,643.00	$ 89,630.93
200	LOMBARD PD	84	$ 41,040.98	$ 51,262.93	$ 70,620.33	$ 72,052.81	$ 73,544.31	$ 75,097.73	$ 76,716.07	$ 19,643.00	$ 147,627.42
210	OAK BROOK PD	51	$ 24,917.74	$ 31,123.92	$ 42,876.63	$ 43,746.35	$ 44,651.91	$ 45,595.05	$ 46,577.61	$ 19,643.00	$ 89,630.93
220	OAK BROOK TERRACE PD	30	$ 14,657.49	$ 18,308.19	$ 25,221.55	$ 25,733.14	$ 26,265.83	$ 26,820.62	$ 27,398.60	$ 19,643.00	$ 52,724.08
230	ROSELLE PD	37	$ 18,077.58	$ 22,580.10	$ 31,106.57	$ 31,737.55	$ 32,394.52	$ 33,078.76	$ 33,791.60	$ 19,643.00	$ 65,026.36
240	VILLA PARK PD	61	$ 29,803.57	$ 37,226.65	$ 51,283.81	$ 52,324.06	$ 53,407.18	$ 54,535.26	$ 55,710.48	$ 19,643.00	$ 107,205.62
250	WEST CHICAGO PD	56	$ 27,360.65	$ 34,175.29	$ 47,080.22	$ 48,035.20	$ 49,029.54	$ 50,065.15	$ 51,144.05	$ 4,291.00	$ 98,418.28
260	WOOD DALE PD	42	$ 20,520.49	$ 25,631.47	$ 35,310.17	$ 36,026.40	$ 36,772.16	$ 37,548.86	$ 38,358.04	$ 19,643.00	$ 73,813.71
270	WINFIELD PD	18	$ 8,794.50	$ 10,984.91	$ 15,132.93	$ 15,439.89	$ 15,759.50	$ 16,092.37	$ 16,439.16	$ 12,068.00	$ 31,634.45
280	WHEATON PD	90	$ 43,972.48	$ 54,924.57	$ 75,664.64	$ 77,199.43	$ 78,797.48	$ 80,461.85	$ 82,195.79	$ 19,643.00	$ 158,172.23
290	WILLOWBROOK PD	29	$ 14,168.91	$ 17,697.92	$ 24,380.83	$ 24,875.37	$ 25,390.30	$ 25,926.60	$ 26,485.31	$ 12,068.00	$ 50,966.61
300	WOODRIDGE PD	57	$ 27,849.24	$ 34,785.56	$ 47,920.94	$ 48,892.98	$ 49,905.07	$ 50,959.17	$ 52,057.33	$ 19,643.00	$ 100,175.75
310	WARRENVILLE PD	41	$ 20,031.91	$ 25,021.19	$ 34,469.45	$ 35,168.63	$ 35,896.63	$ 36,654.84	$ 37,444.75	$ 19,643.00	$ 72,056.24
320	WESTMONT PD	26	$ 12,703.16	$ 15,867.10	$ 21,858.67	$ 22,302.06	$ 22,763.72	$ 23,244.53	$ 23,745.45	$ 12,068.00	$ 45,694.20
340	DUPAGE COUNTY SHERIFF	218	$ 106,511.12	$ 133,039.51	$ 183,276.57	$ 186,994.19	$ 190,865.01	$ 194,896.49	$ 199,096.47	$ 136,096.00	$ 383,128.30
350	DUPAGE COUNTY STATE'S ATTORNEY	26	$ 12,703.16	$ 15,867.10	$ 21,858.67	$ 22,302.06	$ 22,763.72	$ 23,244.53	$ 23,745.45	$ 70,194.00	$ 45,694.20
	TOTAL USERS	1707	$ 834,011.37	$ 1,041,736.00	$ 1,435,106.01	$ 1,464,215.94	$ 1,494,525.53	$ 1,526,093.12	$ 1,558,980.16	$ 707,358.00	$ 3,000,000.00

Financials	Actual: 1st Capital Installment Actual	2nd Capital Installment	Estimate: Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Interface Cost is per Agency	Equipment Replacement Total Contribution
Number of Positions	1	3	4						
Personnel Salary	$ 91,950.54	$ 235,236.00	$ 301,140.72	$ 307,163.53	$ 313,306.81	$ 319,572.94	$ 325,968.40		
Benefits	$ 29,654.83	$ 94,094.00	$ 120,453.29	$ 122,865.41	$ 125,322.72	$ 127,829.18	$ 130,385.76		
Capital Cost of RMS System	$ 712,406.00	$ 712,406.00							
Maintenance			$ 413,512.00	$ 434,187.00	$ 455,896.00	$ 478,691.00	$ 502,626.00		
Equipment Replacement			$ 600,000.00	$ 600,000.00	$ 600,000.00	$ 600,000.00	$ 600,000.00		
TOTAL	$ 834,011.37	$ 1,041,736.00	$ 1,435,106.01	$ 1,464,215.94	$ 1,494,525.53	$ 1,526,093.12	$ 1,558,980.16		$ 3,000,000.00
Cost Per User	$ 488.58	$ 610.27	$ 840.72	$ 857.77	$ 875.53	$ 894.02	$ 913.29		$ 1,757.47

421 N. County Farm Road
Wheaton, Il 60187

Invoice

Date	Invoice #
02/28/2018	JV 2
Page	Customer #
1 of 1	710

Bill To

BENSENVILLE POLICE DEPT
345 E GREEN STREET
BENSENVILLE IL 60106-2097

Due Date
03/30/2018

Date	Description	Quantity	Amount
02/28/2018	**PRMS BILLING** RMS - 1st Installment	**1.0000**	**28,337.82**

RECEIVED MAR - 9 2018

PLEASE MAKE CHECK PAYABLE TO:
DuPage County
MAIL TO: Information Technology
DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Total	**$28,337.82**
Payments/Credits	**$0.00**
Balance Due	**$28,337.82**

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Deputy Chief Brian Dooley	Police	August 21, 2018

DESCRIPTION:

Consideration of an Ordinance Approving an Amended Mutual Aid Agreement for the Northern Illinois Police Alarm System (NIPAS)

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*		*Enrich the lives of Residents*
	Quality Customer Oriented Services		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	August 21, 2018

BACKGROUND:

The Village of Bensenville has been a member of the Northern Illinois Police Alarm System since 2012. Our participation in NIPAS provides essential mutual aid support to the Village during times of civil unrest when a police emergency exceeds our capability and a mobile field force team would be requested and deployed. NIPAS has grown in size since its inception to over one hundred participating agencies and has proven to be an essential asset to the region.

KEY ISSUES:

During the NIPAS annual membership meeting on May 10, 2018, the NIPAS Board of Officers provided a report recommending NIPAS Agreement and the NIPAS Bylaws be updated. The NIPAS Agreement is the foundation document adopted by action of the corporate authorities of each member agency. The NIPAS Bylaws are adopted and modified from time to time by the NIPAS membership at its annual meeting or any special meeting.

The following changes proposed by the NIPAS Board will be enabled by the new NIPAS Amended Agreement:

1. General updates to a document that has not been modified since 1983.
2. Allow for the expansion of NIPAS membership to included non-municipal law enforcement agencies within the NIPAS service area. Such agencies are certified by the State of Illinois and often serve colleges, universities and other entities.
3. Simplifies and clarifies procedures for entities wishing to terminate participation in NIPAS.
4. Reduces NIPAS's risk of liability by incorporating "best practice" language designed to aid in defending in case of legal challenges.

The NIPAS Board has asked each participating member to seek approval from its corporate authorities to update the NIPAS Agreement. The approval would take the form of adopting the proposed resolution which approves continued participation in NIPAS under the Amended Agreement. Once three-fourths of the NIPAS members have adopted the Amended Agreement, the NIPAS Board will call a special meeting of all participating members. Adequate notice will be provided to any participating member not yet taking action on adopting the Amended Agreement.

It is anticipated NIPAS will adopt the new Amended Agreement and act to adopt the new NIPAS Bylaws at the special meeting to be held later in 2018. Any participating agency that has not adopted the Amended Agreement by the time of the special meeting will cease to be a member of NIPAS.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

The staff recommendation is to approve the proposed Ordinance and continue membership in NIPAS.

BUDGET IMPACT:

None. The annual membership dues for 2018 for $1,405.00 was budgeted and paid already for this year. This proposed amended agreement does not change the cost structure.

ACTION REQUIRED:

Approval of the proposed Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Ordinance Amending the IGA	7/17/2018	Ordinance
IGA with Exhibit A	8/16/2018	Cover Memo
Amended IGA with changes tracked Exhibit B	7/17/2018	Exhibit
NIPAS Bylaws Exhibit C	7/17/2018	Exhibit
NIPAS Bylaws with changes tracked Exhibit D	7/17/2018	Exhibit

VILLAGE OF BENSENVILLE

ORDINANCE NUMBER

AN ORDINANCE APPROVING AN AMENDED MUTUAL AID AGREEMENT FOR THE NORTHERN ILLINOIS POLICE ALARM SYSTEM

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, the Northern Illinois Police Alarm System (***"NIPAS"***) is an intergovernmental organization established via an intergovernmental service and mutual aid agreement (***"NIPAS Agreement"***) entered into by law enforcement agencies serving the northern Illinois and Chicagoland region (***"Participating Agencies"***); and

WHEREAS, through the NIPAS Agreement, the Participating Agencies have agreed to provide one another with mutual aid in the event of an emergency situation within the primary law enforcement jurisdiction of a Participating Agency that threatens or causes loss of life and property and exceeds the stand-alone physical and organizational capabilities of that Participating Agency; and

WHEREAS, on February 28, 2012, the Village Board of Trustees adopted ordinance No. 12-2012 approving the NIPAS Agreement whereby the Village of Bensenville Police Department became a Participating Agency in NIPAS subject to the terms and conditions of the NIPAS Agreement; and

WHEREAS, as NIPAS has now expanded to over 100 Participating Agencies, the needs of NIPAS have evolved and grown in complexity beyond the constraints of the NIPAS Agreement as it is currently constituted; and

WHEREAS, in order to adequately continue to meet those needs and serve its growing number of Participating Agencies, NIPAS has requested that its Participating Agencies agree to amend the NIPAS Agreement by entering into an amended NIPAS Agreement (***"Amended NIPAS Agreement"***); and

WHEREAS, the Village of Bensenville Board of Trustees has determined that it is in the best interests of the Village of Bensenville and its residents to enter into the Amended NIPAS Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution.

SECTION 2: APPROVAL OF AMENDED NIPAS AGREEMENT. The Village of Bensenville President and Board of Trustees hereby approves the Amended NIPAS Agreement in substantially the form attached to this Ordinance as **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXECUTE AMENDED NIPAS AGREEMENT. The Village of Bensenville President and Board of Trustees hereby authorizes and directs the Village President and the Chief of Police to execute and the Village Clerk to attest, on behalf of the Village, the Amended NIPAS Agreement approved in Section 2 of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 28th day of August, 2018.

Approved,

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

Absent: _____

EXHIBIT A

AMENDED NIPAS AGREEMENT

Northern Illinois Police Alarm System

Amended Mutual Aid Agreement and Plan

The undersigned Participating Law Enforcement Agencies agree pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

Section 1
Purpose of Amended Mutual Aid Agreement and Plan

This Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of individual law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each Participating Agency has and does express its intent to assist other Participating Agencies by assigning some of its manpower and equipment resources to a Stricken Agency as resources and situations allow. The specific intent of this Amended Mutual Aid Agreement and Plan is to permit each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

Section 2
Definitions

For the purpose of this Amended Mutual Aid Agreement and Plan, the following terms are defined as follows:

Aiding Agency: A Participating Agency furnishing police equipment and manpower to a Stricken Agency.

Amended Mutual Aid Agreement and Plan: An amended Mutual Aid Agreement Plan which shall go into effect and supersede the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Amended NIPAS Bylaws: Amended NIPAS Bylaws, which shall go into effect and supersede the NIPAS Bylaws upon their adoption, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last of the following two events to occur: (i) the passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of at least three-fourths of the Participating Agencies; and (ii) the execution of this Amended Mutual Aid Agreement and Plan by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies.

Emergency Situation: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

Mutual Aid: Response and assistance by the Aiding Agencies in the event of an Emergency Situation.

Mutual Aid Agreement and Plan: A definite and prearranged written agreement and plan whereby the provision of Mutual Aid is agreed upon in accordance with the Police Alarm Assignments as developed by the commanding officers of the Participating Agencies.

NIPAS Bylaws: Those bylaws establishing the NIPAS Board, as required pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan, and the rules by which the NIPAS Board shall operate adopted by the Participating Agencies on March 23, 1988, and subsequently amended by the Participating Agencies on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, and May 20, 2009.

NIPAS Board: The Board of Officers of NIPAS, the governing board of NIPAS, established pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan.

Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois law enforcement agencies participating in the Original Mutual Aid Agreement and Plan and this Amended Mutual Aid Agreement and Plan.

Original Mutual Aid Agreement and Plan: That Mutual Aid Agreement and Plan pursuant to which NIPAS and the Participating Agencies operate and are governed, which shall be in effect until the Amended Mutual Aid Agreement and Plan goes into effect and supersedes the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Original Participating Agencies: Those Participating Agencies whose corporate authorities had approved participation in NIPAS and whose head of corporate authorities and commanding officers had executed the Original Mutual Aid Agreement and Plan prior to May 1, 2018.

Participating Agency: A law enforcement agency dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in NIPAS pursuant to the terms of this Amended Mutual Aid Agreement and Plan.

Police Alarm Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency.

Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Agency is primarily responsible for performing Law Enforcement Services.

Specialized Teams: A subsidiary team of NIPAS established by the NIPAS Board, consisting of Participating Agencies electing to participate pursuant to a separate agreement, and dedicated to performing a specialized set of Law Enforcement Services for the sole benefit of the Participating Agencies electing to participate in the Specialized Team and not for the benefit of all of NIPAS or all of the Participating Agencies.

Stricken Agency: The Participating Agency that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Agency primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

Section 3
Amended Mutual Aid Agreement and Plan

The corporate authorities of each Participating Agency are authorized on behalf of that Participating Agency to enter into and subsequently alter and amend, on the advice of the commanding officer of the Participating Agency, this Amended Mutual Aid Agreement and Plan as follows:

A. Whenever an Emergency Situation is of such magnitude and consequence that it is deemed advisable by the senior officer present of the Stricken Agency, or his or her designee, to request Mutual Aid from the Aiding Agencies, the senior officer present of the Stricken Agency, or his or her designee, may do so in accordance with the following:

   1. Immediately determine what resources are required according to the Police Alarm Assignments.

   2. Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.

   3. Dispatch immediately the personnel and equipment required to the Stricken Agency in accordance with the Police Alarm Assignments.

B. The rendering of Mutual Aid under the terms of this Amended Mutual Aid Agreement and Plan shall not be mandatory in accordance with the Police Alarm Assignments if local conditions prohibit response. In that event it is the responsibility of the Aiding Agency to immediately notify the Stricken Agency of the circumstances that prevent the provision of Mutual Aid in response to the Emergency Situation.

C. The senior officer present of the Stricken Agency, or his or her designee, shall assume full responsibility and command for operations at the scene. The senior officer present of the Stricken Agency, or his or her designee, will assign personnel and equipment, of the Aiding Agencies, to positions when and where he or she deems necessary.

D. Requests for Mutual Aid under this Amended Mutual Aid Agreement and Plan will be initiated only in the event of an Emergency Situation in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency. Aiding Agencies will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Emergency Situation is resolved to the point which permits the Stricken Agency to satisfactorily handle it with its own resources or, as pursuant to subsection B above, when an Aiding Agency so decides.

E. All Law Enforcement Services performed under this Amended Mutual Aid Agreement and Plan

shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of Mutual Aid may be submitted by the Aiding Agency to the Stricken Agency. Indemnification of such costs shall be at the discretion of the corporate authorities of the Stricken Agency.

F. Each Participating Agency assumes the responsibility for members of its police force acting pursuant to this Amended Mutual Aid Agreement and Plan, both as to indemnification of said members of the Participating Agency's police force as provided for by 65 ILCS 5/1-4-6 in the case of municipal Participating Agencies or 55 ILCS 5/5-1002 in the case of county Participating Agencies, or any other Statute of the State of Illinois or law or bylaw of the Participating Agencies, as the case may be, and as to personal benefits to said members of the Participating Agency's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Agencies when those members of the Primary Agency's police force are acting solely within the Participating Agency's Primary Law Enforcement Jurisdiction.

G. Defense and Indemnification of NIPAS.

1. Defense. In the event that NIPAS is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of NIPAS in such lawsuit, claim or action.

2. Indemnification. To the extent permitted by law, the indemnification of NIPAS from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against NIPAS shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

H. Insurance Requirements. Each Participating Agency under the terms of this Amended Mutual Aid Agreement and Plan shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Mutual Aid pursuant to this Amended Mutual Aid Agreement and Plan as follows:

1. Commercial General Liability (Including contractual liability coverage): $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

I. The commanding officers of the Participating Agencies shall maintain a governing board, the NIPAS Board, and establish an operational plan for giving and receiving Mutual Aid under this Amended Mutual Aid Agreement and Plan. Said plan shall be reviewed, updated and tested at regular intervals.

J. Each Participating Agency agrees to pay dues or fees, as determined by the NIPAS Board in its sole and absolute discretion, in exchange for the Participating Agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the NIPAS Board.

K. The NIPAS Board, from time to time as it sees fit, may establish Specialized Teams within NIPAS dedicated to performing specialized sets of Law Enforcement Services for the sole benefit of those Participating Agencies who elect to participate in each Specialized Team and may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each Specialized Team at its discretion (collectively, ***"Additional Requirements"***). Participating Agencies may elect to participate in these Specialized Teams in accordance with the Additional Requirements for each Specialized Team, as set forth by the NIPAS Board. The specialized benefits and additional Mutual Aid offered by each Specialized Team shall be available only to those Participating Agencies which have elected to: (i) participate in that particular Specialized Team; and (ii) comply with the Additional Requirements of that particular Specialized Team, as set forth by the NIPAS Board. Approval and Execution of this Amended Mutual Aid Agreement and Plan by the undersigned law enforcement agency only grant the undersigned law enforcement agency participation in NIPAS as a whole and access to the Mutual Aid from other Participating Agencies in the event of an Emergency Situation, as those terms are defined in Section 2 and pursuant to the terms set forth in this Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to the undersigned law enforcement agency

participation in a Specialized Team or access to the specialized benefits and additional Mutual Aid offered by each Specialized Team.

Section 4
Termination

A. Any Participating Agency may withdraw from participation in NIPAS and this Amended Mutual Aid Agreement and Plan by notifying the NIPAS Board in writing (***"Termination Notice"***), on or before December 31 of any calendar year, whereupon the participation of the withdrawing Participating Agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the NIPAS Board.

B. Any participating agency that fails to meet its obligations in accordance with this Amended Mutual Aid Agreement and Plan or with the NIPAS Bylaws may have its participation in NIPAS terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 8 of the Amended NIPAS Bylaws.

C. Any Participating Agency found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to NIPAS, may have its participation in NIPAS suspended or terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 9 of the Amended NIPAS Bylaws. Before any Participating Agency may be suspended or terminated from participation in NIPAS, the Participating Agency will be notified and shall have an opportunity to appear before the NIPAS Board.

Section 5
Adoption and Effect of Adoption

A. If the undersigned law enforcement agency is an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect only upon the date of the last of the following events to occur (***"Original Participating Agency Effective Date"***):

1. The passage and approval of an ordinance or resolution approving participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the undersigned Original Participating Agency (***"Approval"***);

2. The execution of this Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the undersigned Original Participating Agency (***"Execution"***);

3. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of at least three-fourths of the Original Participating Agencies;

4. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies; and

5. The adoption of the Amended NIPAS Bylaws, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of the Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last to occur of the two events listed in Section 5.A.3 and Section 5.A.4 of this Amended Mutual Aid Agreement and Plan.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.A of this Amended Mutual Aid Agreement and Plan, then, as of the Original Participating Agency Effective Date: (i) the undersigned Original Participating Agency shall remain a Participating Agency in NIPAS and, if the undersigned Original Participating Agency has elected to participate in a Specialized Team or Specialized Teams, the participation of the undersigned Original Participating Agency in its respective Specialized Team or Specialized Teams shall continue; (ii) the Original Mutual Aid Agreement and Plan shall be terminated; (iii) this Amended Mutual Aid Agreement and Plan and the provisions contained herein shall supersede and control over the Original Mutual Aid Agreement and Plan and any provision contained therein; (iv) the NIPAS Bylaws shall no longer govern NIPAS; and (v) the Amended NIPAS Bylaws and the provisions contained therein shall govern NIPAS and supersede and control over the NIPAS Bylaws and any provision contained therein.

The participation in NIPAS, and in any Specialized Team, of any Original Participating Agency that fails to complete the Approval and Execution of this Amended Mutual Aid Agreement and Plan in accordance with this Section 5.A on or before the day before the Original Participating Agency Effective Date will be terminated as of the day after the Original Participating Agency Effective Date. Any Original Participating Agency who has its participation in NIPAS terminated may seek participation in NIPAS again at any time in accordance with the procedures set forth in Section 5.B of this Amended Mutual Aid Agreement and Plan.

B. If the undersigned law enforcement agency is not an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect with respect to the undersigned law enforcement agency upon the date of the last of the following events to occur (***"New Participating Agency Effective Date"***):

1. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of the undersigned law enforcement agency;

2. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the head of the corporate authorities and the commanding officer of the undersigned law enforcement agency; and

3. The approval by the NIPAS Board of the undersigned law enforcement agency as a Participating Agency in NIPAS pursuant to Article III of the Amended NIPAS Bylaws.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.B of this Amended Mutual Aid Agreement and Plan, then, as of the New Participating Agency Effective Date: (i) this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in NIPAS; and (ii) any previous agreement or bylaws related to NIPAS to which the undersigned law enforcement agency is a party shall be superseded by this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein.

Section 6
General Provisions

A. Non-Waiver of Immunities. No Participating Agency to this Amended Mutual Aid Agreement and Plan while performing under the terms of this Amended Mutual Aid Agreement and Plan shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.

B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agency under this Amended Mutual Aid Agreement and Plan shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. Application of Law and Venue. This Amended Mutual Aid Agreement and Plan shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Amended Mutual Aid Agreement and Plan or the construction or interpretation of this Amended Mutual Aid Agreement and Plan shall be in a state court in the County of Cook, Illinois.

IN WITNESS WHEREOF, this Amended Mutual Aid Agreement has been duly executed by the following parties:

_____
Name of Law Enforcement Agency

(seal)

_____
Head of Corporate Authorities

_____
Commanding Officer of Law Enforcement Agency

ATTEST:

_____ _____
Clerk Date

~~Northern Illinois Police Alarm System~~NORTHERN ILLINOIS POLICE ALARM SYSTEM

~~Agreement~~

AMENDED MUTUAL AID AGREEMENT AND PLAN

The undersigned ~~municipalities~~Participating Law Enforcement Agencies agree pursuant to ~~Article VII, Section 10 of~~ the Constitution of the State of Illinois ~~and Chapter 5 Act 220; Chapter 65 Act 5, Article 1, Division 4, Section 5/1-4-6; and Chapter 65 Act 5, Article 11, Division 1, Section~~, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-~~2.1;~~2.1, and ~~Chapter 745 Act 10, Article VII, Illinois Compiled Statutes~~745 ILCS 10/7-101 *et seq.*, as follows:

Section 1 Purpose of Amended Mutual Aid Agreement and Plan

This ~~agreement~~Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of ~~the~~ individual ~~community to deal with~~law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each ~~community named (Appendix 1)~~Participating Agency has and does express its intent to assist ~~its neighbor communities~~other Participating Agencies by assigning some of its manpower and equipment resources to ~~an affected community~~a Stricken Agency as resources and situations allow. The specific intent of this ~~agreement~~Amended Mutual Aid Agreement and Plan is to permit ~~the Police Departments of each community~~each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

Section 2 Definitions

For the purpose of this ~~agreement~~Amended Mutual Aid Agreement and Plan, the following terms are defined as follows:

~~*Northern Illinois Police Alarm System (NIPAS):* An organization of Northern Illinois Police Departments participating in this mutual aid agreement.~~

~~*Disaster:* An emergency situation that threatens or causes loss of life and property and exceeds the~~

Aiding Agency: A Participating Agency furnishing police equipment and manpower to a Stricken Agency.

Amended Mutual Aid Agreement and Plan: An amended Mutual Aid Agreement Plan which shall go into effect and supersede the Original Mutual Aid Agreement and Plan pursuant the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Amended NIPAS Bylaws: Amended NIPAS Bylaws, which shall go into effect and supersede the NIPAS Bylaws upon their adoption, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last of the following two events to occur: (i) the passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of at least three-fourths of the Participating Agencies; and (ii) the execution of this Amended Mutual Aid Agreement and Plan by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies.

Emergency Situation: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of ~~a unit of local government.~~

~~*Municipality:* A city, village, or town having a recognized Police Department.~~the Stricken Agency.

Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

Mutual ~~aid~~: ~~A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of alarms from locations in a stricken municipality by the aiding municipalities in accordance with the police alarm assignments as developed by the Police Chiefs of the participating municipalities.~~*Aid:* Response and assistance by the Aiding Agencies in the event of an Emergency Situation.

~~*Participating municipalities:* A municipality that commits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of disaster in accordance with the police alarm assignments.~~

~~*Stricken municipality:* The municipality in which a disaster occurs that is of such magnitude that it cannot be adequately handled by the local Police Department.~~

~~*Aiding municipality:* A municipality furnishing police equipment and manpower to a stricken municipality.~~

Mutual Aid Agreement and Plan: A definite and prearranged written agreement and plan whereby the provision of Mutual Aid is agreed upon in accordance with the Police Alarm Assignments as developed by the commanding officers of the Participating Agencies.

NIPAS Bylaws: Those bylaws establishing the NIPAS Board, as required pursuant to Section 3.I of the Original Mutual Aid Agreement and Plan, and the rules by which the NIPAS Board shall operate adopted by the Participating Agencies on March 23, 1988, and subsequently amended by the Participating Agencies on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, and May 20, 2009.

NIPAS Board: The Board of Officers of NIPAS, the governing board of NIPAS, established pursuant to

Section 3.I of the Original Mutual Aid Agreement and Plan.

Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois law enforcement agencies participating in the Original Mutual Aid Agreement and Plan and this Amended Mutual Aid Agreement and Plan.

Original Mutual Aid Agreement and Plan: That Mutual Aid Agreement and Plan pursuant to which NIPAS and the Participating Agencies operate and are governed, which shall be in effect until the Amended Mutual Aid Agreement and Plan goes into effect and supersedes the Original Mutual Aid Agreement and Plan pursuant the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Original Participating Agencies: Those Participating Agencies whose corporate authorities had approved participation in NIPAS and whose head of corporate authorities and commanding officers had executed the Original Mutual Aid Agreement and Plan prior to May 1, 2018.

Participating Agency: A law enforcement agency dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in NIPAS pursuant to the terms of this Amended Mutual Aid Agreement and Plan.

Police ~~alarm assignments~~Alarm Assignments: A pre-determined listing of manpower and equipment that will respond to aid a ~~stricken municipality~~Stricken Agency.

Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Agency is primarily responsible for performing Law Enforcement Services.

Specialized Teams: A subsidiary team of NIPAS established by the NIPAS Board, consisting of Participating Agencies electing to participate pursuant to a separate agreement, and dedicated to performing a specialized set of Law Enforcement Services for the sole benefit of the Participating Agencies electing to participate in the Specialized Team and not for the benefit of all of NIPAS or all of the Participating Agencies.

Stricken Agency: The Participating Agency that is primarily responsible performing Law Enforcement Services for a Stricken Jurisdiction.

Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Agency primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

Section 3 ~~Agreement to Effectuate the~~Amended Mutual Aid Agreement and Plan

The ~~Village President, Mayor, or Board of Trustees of each participating municipality is~~corporate authorities of each Participating Agency are authorized on behalf of that ~~municipality~~Participating Agency to enter into and ~~from time to time~~subsequently alter and amend, on the advice of the ~~Police Chief and with the consent of the governing body of that municipality, an agreement with other municipalities for mutual aid according to the following~~commanding officer of the Participating Agency, this Amended Mutual Aid Agreement and Plan as follows:

A. Whenever ~~a disaster~~an Emergency Situation is of such magnitude and consequence that it is

deemed advisable by the senior officer present~~,~~ of the ~~stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and~~Stricken Agency, or his or her designee, to request Mutual Aid from the Aiding Agencies, the senior officer present of the ~~aiding municipalities are authorized to and shall forthwith take the following actions~~Stricken Agency, or his or her designee, may do so in accordance with the following:

1. Immediately determine what resources are required according to the ~~mutual aid police alarm assignment.~~Police Alarm Assignments.

2. Immediately determine if the required equipment and personnel can be committed in response to the request from the ~~stricken municipality~~Stricken Agency.

3. Dispatch immediately the personnel and equipment required to the ~~stricken municipality~~Stricken Agency in accordance with the ~~police alarm assignment.~~Police Alarm Assignments.

B. The rendering of ~~assistance~~Mutual Aid under the terms of this ~~mutual aid agreement~~Amended Mutual Aid Agreement and Plan shall not be mandatory in accordance with the ~~police alarm assignments~~Police Alarm Assignments if local conditions prohibit response. In that event it is the responsibility of the ~~aiding municipality~~Aiding Agency to immediately notify the ~~stricken municipality of same.~~Stricken Agency of the circumstances that prevent the provision of Mutual Aid in response to the Emergency Situation.

C. The senior officer present~~,~~ of the ~~stricken municipality~~Stricken Agency, or his or her designee, shall assume full responsibility and command for operations at the scene. ~~He~~ The senior officer present of the Stricken Agency, or his or her designee, will assign personnel and equipment, of the ~~aiding municipalities~~Aiding Agencies, to positions when and where he or she deems necessary.

D. ~~It is expected that requests~~ Requests for ~~mutual aid~~Mutual Aid under this ~~agreement will be initiated only when the needs exceed the resources of the stricken municipality~~Amended Mutual Aid Agreement and Plan will be initiated only in the event of an Emergency Situation in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency. Aiding ~~municipalities~~Agencies will be released and returned to duty in their own ~~community~~Primary Law Enforcement Jurisdiction as soon as the ~~situation is restored~~Emergency Situation is resolved to the point which permits the ~~stricken municipality~~Stricken Agency to satisfactorily handle it with its own resources or, as ~~per Item~~pursuant to subsection B above, when an ~~aiding municipality so desires~~Aiding Agency so decides.

E. All ~~service~~Law Enforcement Services performed under this ~~agreement~~Amended Mutual Aid Agreement and Plan shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of ~~mutual aid~~Mutual Aid may be submitted by the ~~aiding municipality~~Aiding Agency to the ~~stricken municipality~~Stricken Agency. Indemnification of such costs shall be at the discretion of the ~~respective elected Board or Councils~~corporate authorities of the Stricken Agency.

F. Each ~~participating municipality~~Participating Agency assumes the responsibility for members of its police force acting pursuant to this ~~agreement~~Amended Mutual Aid Agreement and Plan, both as to

indemnification of said members of the Participating Agency's police ~~officers~~force as provided for by ~~Chapter 65 ILCS 5/1-4-6,~~65 ILCS 5/1-4-6 in the case of municipal Participating Agencies or 55 ILCS 5/5-1002 in the case of county Participating Agencies, or any other Statute of the State of Illinois or law or bylaw of the Participating Agencies, as the case may be, and as to personal benefits to said members of the Participating Agency's police ~~officers~~force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois ~~and~~or the ~~ordinances of the participating municipalities when~~laws or bylaws of the Participating Agencies when those members of the Primary Agency's police force are acting solely within ~~their own corporate limits~~the Participating Agency's Primary Law Enforcement Jurisdiction.

G. ~~The Police Chiefs of the participating municipalities shall maintain a governing board and establish an operational plan for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.~~ Defense and Indemnification of NIPAS.

1. Defense. In the event that NIPAS is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of NIPAS is such lawsuit, claim or action.

2. Indemnification. To the extent permitted by law, the indemnification of NIPAS from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against NIPAS shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

H. Insurance Requirements. Each Participating Agency under the terms of this Amended Mutual Aid Agreement and Plan shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Mutual Aid pursuant to this Amended Mutual Aid Agreement and Plan as follows:

1. Commercial General Liability (Including contractual liability coverage): $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident

4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

I. The commanding officers of the Participating Agencies shall maintain a governing board, the NIPAS Board, and establish an operational plan for giving and receiving Mutual Aid under this Amended Mutual Aid Agreement and Plan. Said plan shall be reviewed, updated and tested at regular intervals.

J. Each Participating Agency agrees to pay dues or fees, as determined by the NIPAS Board in its sole and absolute discretion, in exchange for the Participating Agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the NIPAS Board.

K. The NIPAS Board, from time to time as it sees fit, may establish Specialized Teams within NIPAS dedicated to performing specialized sets of Law Enforcement Services for the sole benefit of those Participating Agencies who elect to participate in each Specialized Team and may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each Specialized Team at its discretion (collectively, ***"Additional Requirements"***). Participating Agencies may elect to participate in these Specialized Teams in accordance with the Additional Requirements for each Specialized Team, as set forth by the NIPAS Board. The specialized benefits and additional Mutual Aid offered by each Specialized Team shall be available only to those Participating Agencies which have elected to: (i) participate in that particular Specialized Team; and (ii) comply with the Additional Requirements of that particular Specialized Team, as set forth by the NIPAS Board. Approval and Execution of this Amended Mutual Aid Agreement and Plan by the undersigned law enforcement agency only grant the undersigned law enforcement agency participation in NIPAS as a whole and access to the Mutual Aid from other Participating Agencies in the event of an Emergency Situation, as those terms are defined in Section 2 and pursuant to the terms set forth in this Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to the undersigned law enforcement agency participation in a Specialized Team or access to the specialized benefits and additional Mutual Aid offered by each Specialized Team.

Section 4 Termination

A. Any ~~municipality may withdraw from the Northern Illinois Police Alarm System agreement by notifying the Police Chiefs of the other participating municipalities in writing~~Participating Agency may withdraw from participation in NIPAS and this Amended Mutual Aid Agreement and Plan by notifying the NIPAS Board in writing (***"Termination Notice"***), on or before December 31 of any calendar year, whereupon the participation of the withdrawing ~~municipality will terminate participation ninety (90) days from the date of written notice.~~Participating Agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the NIPAS Board.

B. Any participating agency that fails to meet its obligations in accordance with this Amended Mutual Aid Agreement and Plan or with the NIPAS Bylaws may have its participation in NIPAS terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 8 of the Amended NIPAS Bylaws.

C. Any Participating Agency found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to NIPAS, may have its participation in NIPAS suspended or terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 9 of the Amended NIPAS Bylaws. Before any Participating Agency may be suspended or terminated from participation in NIPAS, the Participating Agency will be notified and shall have an opportunity to appear before the NIPAS Board.

Section 5 Adoption **and Effect of Adoption**

~~This mutual aid agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in the~~

~~signing of this agreement by the Village President, City Mayor or Trustees of a municipality.~~A. If the undersigned law enforcement agency is an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect only upon the date of the last of the following events to occur (***"Original Participating Agency Effective Date"***):

1. The passage and approval of an ordinance or resolution approving participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the undersigned Original Participating Agency (***"Approval"***);

2. The execution of this Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the undersigned Original Participating Agency (***"Execution"***);

3. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of at least three-fourths of the Original Participating Agencies;

4. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies; and

5. The adoption of the Amended NIPAS Bylaws, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of the Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last to occur of the two events listed in Section 5.A.3 and Section 5.A.4 of this Amended Mutual Aid Agreement and Plan.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.A of this Amended Mutual Aid Agreement and Plan, then, as of the Original Participating Agency Effective Date: (i) the undersigned Original Participating Agency shall remain a Participating Agency in NIPAS and, if the undersigned Original Participating Agency has elected to participate in a Specialized Team or Specialized Teams, the participation of the undersigned Original Participating Agency in its respective Specialized Team or Specialized Teams shall continue; (ii) the Original Mutual Aid Agreement and Plan shall be terminated; (iii) this Amended Mutual Aid Agreement and Plan and the provisions contained herein shall supersede and control over the Original Mutual Aid Agreement and Plan and any provision contained therein; (iv) the NIPAS Bylaws shall no longer govern NIPAS; and (v) the Amended NIPAS Bylaws and the provisions contained therein shall govern NIPAS and supersede and control over the NIPAS Bylaws and any provision contained therein.

The participation in NIPAS, and in any Specialized Team, of any Original Participating Agency that fails to complete the Approval and Execution of this Amended Mutual Aid Agreement and Plan in accordance with this Section 5.A on or before the day before the Original Participating Agency Effective Date will be terminated as of the day after the Original Participating Agency Effective Date. Any Original Participating Agency who has its participation in NIPAS terminated may seek participation in NIPAS again at any time in accordance with the procedures set forth in Section 5.B of this Amended Mutual Aid Agreement and Plan.

B. If the undersigned law enforcement agency is not an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect with respect to the undersigned law enforcement agency upon the date of the last of the following events to occur (***"New Participating Agency Effective Date"***):

1. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, the by the corporate authorities of the undersigned law enforcement agency;

2. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the head of the corporate authorities and the commanding officer of the undersigned law enforcement agency; and

3. The approval by the NIPAS Board of the undersigned law enforcement agency as a Participating Agency in NIPAS pursuant to Article III of the Amended NIPAS Bylaws.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.B of this Amended Mutual Aid Agreement and Plan, then, as of the New Participating Agency Effective Date: (i) this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in NIPAS; and (ii) any previous agreement or bylaws related to NIPAS to which the undersigned law enforcement agency is a party shall be superseded by this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein.

Section 6 General Provisions

A. Non-Waiver of Immunities. No Participating Agency to this Amended Mutual Aid Agreement and Plan while performing under the terms of this Amended Mutual Aid Agreement and Plan shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.

B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agency under this Amended Mutual Aid Agreement and Plan shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. Application of Law and Venue. This Amended Mutual Aid Agreement and Plan shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Amended Mutual Aid Agreement and Plan or the construction or interpretation of this Amended Mutual Aid Agreement and Plan shall in a state court in the County of _____, Illinois.

IN WITNESS WHEREOF, this Amended Mutual Aid Agreement and Plan has been duly executed by the following parties:

_____
Name of ~~Municipality~~Law Enforcement Agency

_____
~~President/Mayor~~Head of Corporate Authorities

_____

~~Chief of Police~~Commanding Officer of Law Enforcement Agency

ATTEST:

_____ _____

Clerk Date

Document comparison by Workshare Compare on Tuesday, April 24, 2018 8:28:15 PM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/55020236/1
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Description	#55020236v6<Active> - NIPAS Amended Member Agreement
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
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Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	134
Deletions	86
Moved from	7
Moved to	7
Style change	0
Format changed	0
Total changes	234

BYLAWS OF THE NORTHERN ILLINOIS POLICE ALARM SYSTEM

The purpose of these bylaws is to establish a governing board as required by Section 3.I of the "Amended Mutual Aid Agreement and Plan," and the rules under which the governing board shall operate.

Adopted by the participating agencies on March 23, 1988, and as amended on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, May 20, 2009, and _____, 201__.

Article I — Authority

The Northern Illinois Police Alarm System (NIPAS) was established in 1983 pursuant to the "Northern Illinois Police Alarm System Agreement," an intergovernmental service agreement. Between 1983 and _____, 201__, NIPAS operated pursuant to the Northern Illinois Police Alarm System Agreement. On _____, 201__, NIPAS voted by three-fourths vote of the participating agencies to terminate the Northern Illinois Police Alarm System Agreement and approve the Amended Mutual Aid Agreement and Plan. Since that date, NIPAS has operated pursuant to the Amended Mutual Aid Agreement and Plan.

Article II — Purpose

NIPAS is organized to provide a system of mutual aid among participating law enforcement agencies. The purpose is set forth in the Amended Mutual Aid Agreement and Plan reading as follows (capitalized terms are defined in Section 2 of the Amended Mutual Aid Agreement and Plan):

This Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of individual law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each Participating Agency has and does express its intent to assist other Participating Agencies by assigning some of its manpower and equipment resources to a Stricken Agency as resources and situations allow. The specific intent of this Amended Mutual Aid Agreement and Plan is to permit each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

Article III — Participating Agencies

Section 1 On or before _____, 201__, participation in NIPAS shall be in full force and in effect with the passage and approval of an ordinance or resolution by the corporate authorities of the participating law enforcement agencies approving participation in NIPAS and the Northern Illinois Police Alarm System Agreement, in the manner provided by law, and in the execution of the Northern Illinois Police Alarm System Agreement by the head of the corporate authorities of the participating law enforcement agency.

Section 2 On or after _____, 201__, participation in NIPAS shall be subject to the following provisions:

a) If a law enforcement agency is a participating agency in NIPAS pursuant to the Northern Illinois Police Alarm System Agreement as of May 1, 2018, the corporate authorities of the law enforcement agency have passed and approved an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan on or before _____, 201__, and the head of the corporate authorities and the commanding officer of the law enforcement agency have executed the Amended Mutual Aid Agreement and Plan on or before _____, 201__, then as of _____, 201__, that law enforcement agency shall remain a participating agency in NIPAS and, if it has elected to participate in any specialized teams pursuant to Article VII of these bylaws, shall continue its participation in its respective specialized team or specialized teams.

b) If a law enforcement agency is a participating agency in NIPAS pursuant to the Northern Illinois Police Alarm System Agreement as of May 1, 2018, and the corporate authorities of the law enforcement agency have not passed and approved an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan on or before _____, 201__, or the head of the corporate authorities and the commanding officer of the law enforcement agency have not executed the Amended Mutual Aid Agreement and Plan on or before _____, 201__, then that law enforcement agency's participation in NIPAS, and in any specialized team pursuant to Article VII of these bylaws, will be considered terminated as of _____, 201__. Such law enforcement agency may seek participation in NIPAS again at any time on or after _____, 201__, in accordance with the procedures set forth in Article III, Section 2.c of these bylaws.

c) If a law enforcement agency is not a participating agency in NIPAS as of May 1, 2018, or has its participation in NIPAS terminated pursuant to Article III, Sections 2, 8, 9, or 10 of these bylaws after May 1, 2018, then that law enforcement agency shall be a participating agency in NIPAS upon the last of the following events to occur:

i) The passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the law enforcement agency;

ii) The execution of the Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the law enforcement agency;

iii) The approval of the law enforcement agency as a participating agency in NIPAS by the Board of Officers pursuant to the provisions set forth in this Article III; and

iv) The payment of required fees or dues, in an amount set forth by the Board of Officers in its sole and absolute discretion, by the law enforcement agency to NIPAS.

Section 3 Participation in NIPAS shall be limited to Illinois law enforcement agencies, as defined by Illinois Statutes.

Section 4 Board of Officers, will by a majority vote, approve or disapprove the participation of any requesting law enforcement agency after the submission of:

a) Letter from the requesting law enforcement agency formally notifying the Board of Officers of the law enforcement agency's request to participate in NIPAS;

b) Letter of recommendation from an active NIPAS participating agency in good standing recommending the approval of the law enforcement agency's participation in NIPAS.

c) Copy of Ordinance or resolution passed by the corporate authorities of the law enforcement agency approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law;

d) Copy of Amended Mutual Aid Agreement and Plan executed by the head of the corporate authorities and the commanding officer of the law enforcement agency; and

e) Any other materials that the Board of Officers may deem necessary, in its sole and absolute discretion, for the evaluation of the law enforcement agency's request to participate in NIPAS.

Section 5 When considering a law enforcement agency's request for participation, the Board of Officers shall consider all factors including:

a) An agency's capabilities of providing or being resources to the NIPAS participating agencies.

b) Geographic proximity to other NIPAS agencies.

Section 6 Participating agencies each have one vote.

Section 7 Each participating agency shall pay dues or fees, as determined by the Board of Officers of NIPAS in its sole and absolute discretion, in exchange for the participating agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the Board of Officers of NIPAS.

Section 8 Any participating agency that fails to meet its obligations in accordance with the Amended Mutual Aid Agreement and Plan or with these bylaws may have its participation in NIPAS terminated by a two-thirds vote of the Board of Officers.

Section 9 Any participating agency found responsible for any behavior detrimental to law enforcement or whose continued participation in NIPAS would be detrimental to NIPAS, may have its participation suspended or terminated from participation in NIPAS by a two-thirds vote of the Board of Officers. Before any participating agency may be suspended or terminated from participation in NIPAS, the participating agency will be notified and shall have an opportunity to appear before the Board of Officers.

Section 10 Any participating agency may withdraw from participation in NIPAS and the Amended Mutual Aid Agreement and Plan by notifying the Board of Officers in writing (Termination Notice), on or before December 31 of any calendar year, whereupon the participation of the withdrawing participating agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the Board of Officers.

Section 11 Participating agencies that have been admitted to participate in NIPAS pursuant to Article III, Sections 1 or 2 of these bylaws and whose participation in NIPAS has not been suspended or terminated pursuant to Article III, Sections 2, 8, 9, or 10 of these bylaws shall qualify as active NIPAS participating agencies for the purposes of these bylaws.

Article IV — Board of Officers

Section 1 The Board of Officers of NIPAS shall consist of the Officers of NIPAS (President, Vice-President, Secretary, and Treasurer, as set forth in Article V of these bylaws), the immediate past President, and six at-large members selected from active NIPAS participating agencies. All members of the Board of Officers must be the Chief Executive Officer or official designee of a participating NIPAS agency.

Section 2 The Officers of NIPAS (President, Vice-President, Secretary, and Treasurer) shall be elected, appointed, or filled, whichever the case may be, and serve terms in accordance with Article V of these bylaws.

Section 3 The immediate past President shall be the person who was succeeded by the President then holding office and shall serve a two-year term or until their successors in the office of the President have duly completed their term as President, provided their law enforcement agency remains an active NIPAS participating agency during their term of office. In the event the participation in NIPAS of the law enforcement agency of the immediate past President is terminated or suspended, the office of the immediate past President shall remain vacant until a new President is elected and the person who is succeeded by the new President shall fill the office of the immediate past President for a new two-year term.

Section 4 The remaining members of the Board of Officers shall be appointed, by the President, at the Annual General Meeting and shall serve a one-year term or until their successors have been duly appointed, provided their law enforcement agency remains an active NIPAS participating agency during their term of office provided. In the event the participation in NIPAS of the law enforcement agency of any at-large member of the Board of Officers is terminated or suspended, the President or Board of Officers may call a special meeting pursuant to Article XI, Section 4 of these bylaws in order to appoint a replacement to fill the remainder of the one-year term of the at-large member whose law enforcement agency was terminated or expelled as a participating agency in NIPAS.

Section 5 The Board of Officers shall have the authority to take all appropriate actions and to perform all duties required to accomplish the goals of NIPAS.

Section 6 The Board of Officers shall convene at a time and place as specified by the President. The President shall preside at the meetings of the Board of Officers and conduct business for NIPAS. Minutes of these meetings shall be available to all participating agencies and the members of the Board of Officers upon request.

Section 7 Six members of the Board of Officers shall constitute a quorum.

Section 8 Objections to rules or actions by Board of Officers may be made by any participating agency. Such an objection made by a participating agency will be brought to a vote of all participating agencies at the next Annual General Meeting or a special meeting called pursuant to Article XI, Section 4 of these bylaws, and decided by a majority vote of the participating agencies present in accordance with Article XIII, Sections 2 and 3 of these bylaws.

Section 9 The Board of Officers shall promulgate an operational plan for giving and receiving aid under the provisions of the Amended Mutual Aid Agreement and Plan.

Article V — Officers of NIPAS

Section 1 The Officers of NIPAS shall consist of a President, Vice-President, Secretary, and Treasurer. They shall each be the Chief Executive Officer or official designee of a participating agency that: (i) is in good standing; and (ii) has been an active NIPAS participating agency for the entire 12-month period immediately preceding their election.

Section 2 The President and Vice-President shall be elected in accordance with Article V, Sections 8 and 9 of these bylaws or filled in accordance with Article V, Sections 5 and 6 of these bylaws and shall each hold office for a term of two years or until their successors have been duly elected, provided their law enforcement agency remains an active NIPAS participating agency during their term of office.

Section 3 The Secretary and Treasurer shall be appointed by the President with the approval of the Board of Officers and shall each hold office for a term of one year or until their successors have been duly appointed, provided their law enforcement agency remains an active NIPAS participating agency during their term of office.

Section 4 All Officers may be reelected or appointed for additional terms of office

Section 5 Vacancies in the position of President within the two year term shall be filled with the Vice-President in accordance with Article VI, Section 2 of these bylaws.

Section 6 Vacancies in the position of Vice-President within the two-year term shall be appointed by the President subject to approval by the Board of Officers.

Section 7 Vacancies in the positions of Secretary or Treasurer within the one-year term shall be appointed by the President subject to approval by the Board of Officers.

Section 8 A Nominating Committee consisting of three current members of the Board of Officers shall be appointed by the President of the Board of Officers. It shall be the duty of the Nominating Committee to present one nominee for President and one nominee for Vice-President. The Committee will obtain the consent of the nominee to serve if elected prior to placing the name in the nomination. The current Officers shall not serve as members of the Nominating Committee members. Any active participating agency of NIPAS may make additional nominations from the floor.

Section 9 Election shall occur at the Annual General Meeting. Election shall be by ballot, but if there is only one nominee for each office, election may be by voice vote. A majority shall elect on the first ballot. In the event no candidate receives a majority vote, a second ballot shall be taken between the two candidates receiving the highest number of votes. Elected officers shall be installed at the Annual General Meeting

and shall assume their duties of office at that time.

Article VI — Duties of the Officers

Section 1 The President shall preside at the Annual General Meeting, any special meeting called pursuant to Article XI, Section 4 of these bylaws, and all meetings of the Board of Officers.

Section 2 The Vice-President shall serve as an assistant to the President and in the absence, or the inability, of the President, shall perform the duties of that office. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

Section 3 The Secretary shall keep an accurate record of the proceedings of all meetings for NIPAS. The Secretary shall carry on all official correspondence of NIPAS under the direction of the Board of Officers, make available to all participating agencies and the members of the Board of Officers the official minutes of all meetings upon request, and maintain charters and legal documents and all official records and correspondence.

Section 4 The Treasurer shall receive all monies of NIPAS and shall be custodian of all funds; these funds to be deposited in a financial institution approved by the Board of Officers. The Treasurer shall give a full report at the Annual General Meeting. The Treasurer shall also sign checks and perform such other duties as usually pertain to the office.

Article VII — Specialized Teams

Section 1 The Board of Officers is authorized, from time to time as it sees fit, to establish subsidiary specialized teams within NIPAS dedicated to performing specialized law enforcement services for the sole benefit of those participating agencies who elect to participate in each specialized team and not for the benefit of all of NIPAS or all of the participating agencies.

Section 2 The Board of Officers may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each specialized team at its discretion.

Section 3 Participating agencies may elect to participate in these specialized teams in accordance with the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each specialized team, as set forth by the Board of Officers pursuant to Article VII, Section 2 of these bylaws.

Section 4 The specialized benefits and additional mutual aid offered by each specialized team shall be available only to those participating agencies which have elected to:

a) Participate in that particular specialized team; and

b) Comply with the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for that particular specialized team, as set forth by the Board of Officers pursuant to Article VII, Section 2 of these bylaws.

Section 5 The Amended Mutual Aid Agreement and Plan and these bylaws only grant a participating agency participation in NIPAS as a whole and access to mutual aid from other participating agencies in the event of an emergency situation pursuant to the terms set forth in the Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to a participating agency participation in a specialized team or access to the specialized benefits and additional mutual aid offered by each specialized team.

Article VIII — NIPAS Staff

Section 1 The Board of Officers are authorized to appoint and discharge staff to help carry out administrative duties of NIPAS.

Section 2 The duties and responsibilities of appointed staff are defined in the “Critical Incident Plans,” “Emergency Services Team Standard Operating Guidelines,” and “Mobile Field Force Standard Operating Guidelines.”

Article IX — Compensation

Section 1 Officers of NIPAS and members of the Board of Officers shall serve without compensation.

Section 2 The Board of Officers may approve compensation, as needed, for all other professional services required by NIPAS.

Article X — Disbursements

All disbursement of funds must be reviewed by the NIPAS System Manager or Team Coordinator and approved by the Treasurer and reported to the Board of Officers. Disbursements must be approved in accordance with a policy established by the Board of Officers.

Article XI — Meetings

Section 1 General NIPAS meetings shall be held annually at such date, time and place as shall be determined by the Board of Officers (Annual General Meeting).

Section 2 Board of Officers shall meet when determined by the President.

Section 3 The Board of Officers may suspend meetings if they are in conflict with other law enforcement activities.

Section 4 Special meetings of the participating agencies may be called by the President or the Board of Officers if NIPAS business so dictates.

Article XII — Committees

The President of the Board of Officers shall create such committees as are deemed necessary to accomplish the purpose and the needs of NIPAS.

Article XIII — Rules of Order

Section 1 The rules contained in *Roberts Rules of Order* (current edition) shall govern NIPAS in all cases to which they are applicable only to the extent they are not inconsistent with these bylaws.

Section 2 A majority of the participating agencies then currently active in NIPAS shall constitute a quorum for the conduct of business at the Annual General Meeting and at any special meeting called pursuant to Article XI, Section 4 of these bylaws.

Section 3 If a quorum in accordance with Article XIII, Section 2 of these bylaws is present, all matters put to a vote at the Annual General Meeting or special meeting shall be decided by a majority vote of the active participating agencies present, unless otherwise stated in these bylaws.

Section 4 If a quorum in accordance with Article IV, Section 7 of these bylaws is present, all matters put to a vote at a Board of Officers meeting shall be decided by a majority vote of the members of the Board of Officers unless otherwise stated in these bylaws.

Article XIV — Fiscal Year

The fiscal year of NIPAS shall be from May 1 to April 30.

Article XV — Amendments

Section 1 These bylaws may be amended at the Annual General Meeting or any special meeting of NIPAS participating agencies called pursuant to Article XI, Section 4 of these bylaws, by a majority vote of those participating agencies present, providing the amendment shall have been sent to all participating agencies at least fifteen days prior to the meeting.

Section 2 Prior to the meeting at which the amendment is to be considered, the Board of Officers shall consider the proposed amendment and report its recommendations to all participating agencies prior to their vote on the proposed amendment.

Article XVI — Property

The legal and equitable title of all property shall remain with NIPAS.

Article XVII — Dissolution

Section 1 If at the Annual General Meeting or any special meeting called pursuant to Article XI, Section 4 of these bylaws, three-fourths of the active participating agencies vote in favor of dissolution of NIPAS, NIPAS shall be dissolved within sixty days of such vote.

Section 2 Immediately after a vote favoring dissolution, the Board of Officers shall proceed to settle any financial obligations pending against NIPAS, to wind down any contractual obligations, and to dispose of all property held.

Section 3 All funds and property remaining after all claims have been settled, shall be turned over to the Board of Officers for disposal.

Section 4 The property may be offered for purchase to participating agencies via sealed bid, as determined by the Board of Officers. If the property is not purchased or bids refused, then it shall be turned over to such nonprofit, tax exempt organizations as selected by the Board of Officers.

Section 5 All NIPAS funds remaining shall be distributed, by the Board of Officers, to such nonprofit, tax exempt, charitable, scientific, educational, or law enforcement organizations as selected by the Board of Officers.

Article XVIII — Effective Date

These bylaws shall be in full force and in effect from and after their passage and approval at the Annual General Meeting or special meeting of the Northern Illinois Police Alarm System.

~~Bylaws~~BYLAWS OF THE NORTHERN ILLINOIS POLICE ALARM SYSTEM

~~of the~~

~~Northern Illinois Police Alarm System~~

The purpose of these ~~Bylaws~~bylaws is to establish a governing board as required by Section ~~3G~~3.I of the ~~Intergovernmental Service~~"Amended Mutual Aid Agreement~~,~~ and Plan," and the rules under which the governing board shall operate.

Adopted by the ~~Membership~~ participating agencies on March 23, 1988, and as amended on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, ~~and~~ May 20, ~~2009.~~2009, and _____, 201__.

~~P.O. Box 96 • Wheeling, Illinois 60090~~
~~(847) 459-8531 • Fax (847) 459-0147~~

~~Bylaws of the Northern Illinois Police Alarm System~~

Article I — Authority

The Northern Illinois Police Alarm System (NIPAS) was established ~~by~~in 1983 pursuant to the "Northern Illinois Police Alarm System Agreement," an intergovernmental service agreement~~ in 1983. System membership is in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in the signing of the intergovernmental agreement by the Village President, City Mayor, or Trustees of a municipality.~~. Between 1983 and _____, 201__, NIPAS operated pursuant to the Northern Illinois Police Alarm System Agreement. On _____, 201__, NIPAS voted by three-fourths vote of the participating agencies to terminate the Northern Illinois Police Alarm System Agreement and approve the Amended Mutual Aid Agreement and Plan. Since that date, NIPAS has operated pursuant to the Amended Mutual Aid Agreement and Plan.

Article II — Purpose

NIPAS is organized to provide a system of ~~Mutual Aid~~mutual aid among participating law enforcement agencies. The purpose is ~~explicit in the "intergovernmental agreement"~~set forth in the Amended Mutual Aid Agreement and Plan reading as follows (capitalized terms are defined in Section 2 of the Amended Mutual Aid Agreement and Plan):

This ~~agreement~~Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of ~~the~~ individual ~~community to deal with~~law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each ~~community~~Participating Agency has and does express its intent to assist ~~its neighbor communities~~other Participating Agencies by assigning some of its manpower and equipment resources to ~~an affected community~~a Stricken Agency as resources and situations allow. The specific intent of this ~~agreement~~Amended Mutual Aid Agreement and Plan is to permit ~~the Police Departments of each community~~each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

Article III — ~~Membership~~Participating Agencies

Section 1 ~~Before any agency may become a member of NIPAS, its membership must be approved by the Board of Officers. Membership shall be limited to Illinois law enforcement agencies, as defined by Illinois Statutes.~~On or before _____, 201__, participation in NIPAS shall be in full force and in effect with the passage and approval of an ordinance or resolution by the corporate authorities of the participating law enforcement agencies approving participation in NIPAS and the Northern Illinois Police Alarm System Agreement, in the manner provided by law, and in the execution of the Northern Illinois Police Alarm System Agreement by the head of the corporate authorities of the participating law enforcement agency.

Section 2 On or after _____, 201__, participation in NIPAS shall be subject to the following provisions:

a) If a law enforcement agency is a participating agency in NIPAS pursuant to the Northern Illinois Police Alarm System Agreement as of May 1, 2018, the corporate authorities of the law enforcement agency have passed and approved an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan on or before _____, 201__, and the head of

the corporate authorities and the commanding officer of the law enforcement agency have executed the Amended Mutual Aid Agreement and Plan on or before _____, 201__, then as of _____, 201__, that law enforcement agency shall remain a participating agency in NIPAS and, if it has elected to participate in any specialized teams pursuant to Article VII of these bylaws, shall continue its participation in its respective specialized team or specialized teams.

b) If a law enforcement agency is a participating agency in NIPAS pursuant to the Northern Illinois Police Alarm System Agreement as of May 1, 2018, and the corporate authorities of the law enforcement agency have not passed and approved an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan on or before _____, 201__, or the head of the corporate authorities and the commanding officer of the law enforcement agency have not executed the Amended Mutual Aid Agreement and Plan on or before _____, 201__, then that law enforcement agency's participation in NIPAS, and in any specialized team pursuant to Article VII of these bylaws, will be considered terminated as of _____, 201__. Such law enforcement agency may seek participation in NIPAS again at any time on or after _____, 201__, in accordance with the procedures set forth in Article III, Section 2.c of these bylaws.

c) If a law enforcement agency is not a participating agency in NIPAS as of May 1, 2018, or has its participation in NIPAS terminated pursuant to Article III, Sections 2, 8, 9, or 10 of these bylaws after May 1, 2018, then that law enforcement agency shall be a participating agency in NIPAS upon the last of the following events to occur:

i) The passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the law enforcement agency;

ii) The execution of the Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the law enforcement agency;

iii) The approval of the law enforcement agency as a participating agency in NIPAS by the Board of Officers pursuant to the provisions set forth in this Article III; and

iv) The payment of required fees or dues, in an amount set forth by the Board of Officers in its sole and absolute discretion, by the law enforcement agency to NIPAS.

Section 3 Participation in NIPAS shall be limited to Illinois law enforcement agencies, as defined by Illinois Statutes.

Section ~~2~~4 Board of Officers, will by a majority vote, approve or disapprove the ~~membership~~participation of any requesting law enforcement agency after the submission of ~~approved application form and the recommendations of an active NIPAS member.~~;

~~Section 3 Member agencies each have one vote.~~

a) Letter from the requesting law enforcement agency formally notifying the Board of Officers of the law enforcement agency's request to participate in NIPAS;

b) Letter of recommendation from an active NIPAS participating agency in good standing recommending the approval of the law enforcement agency's participation in NIPAS.

c) Copy of Ordinance or resolution passed by the corporate authorities of the law enforcement agency approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law;

d) Copy of Amended Mutual Aid Agreement and Plan executed by the head of the corporate authorities and the commanding officer of the law enforcement agency; and

e) Any other materials that the Board of Officers may deem necessary, in its sole and absolute discretion, for the evaluation of the law enforcement agency's request to participate in NIPAS.

Section ~~4~~5 When considering ~~membership~~a law enforcement agency's request for participation, the Board of Officers shall consider all factors including:

~~a)~~Agencies' a) An agency's capabilities of providing or being resources to the NIPAS ~~communities.~~participating agencies.

b) Geographic proximity to other NIPAS agencies.

~~Section 5 Applicants shall become members upon the approval of the Board of Officers, the execution of the Intergovernmental authority of the applicant agency, and the payment of fees or dues, if any.~~

Section 6 ~~Members who fail~~Participating agencies each have one vote.

Section 7 Each participating agency shall pay dues or fees, as determined by the Board of Officers of NIPAS in its sole and absolute discretion, in exchange for the participating agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the Board of Officers of NIPAS.

Section 8 Any participating agency that fails to meet ~~their~~its obligations in accordance with the ~~Intergovernmental~~Amended Mutual Aid Agreement and Plan or with these ~~Bylaws may be excluded from~~

membershipbylaws may have its participation in NIPAS terminated by a two-thirds vote of the Board of Officers.

Section 7 By a two-thirds vote of the Board of Officers, any9 Any participating agency found responsible ofor any behavior detrimental to law enforcement or whose continued membershipparticipation in NIPAS would provebe detrimental to NIPAS, shall be suspended or expelled from membership. Before any membermay have its participation suspended or terminated from participation in NIPAS by a two-thirds vote of the Board of Officers. Before any participating agency may be suspended or expelled, the memberterminated from participation in NIPAS, the participating agency will be notified of the hearing and shall have a rightan opportunity to appear before the Board of Officers.

Section 10 Any participating agency may withdraw from participation in NIPAS and the Amended Mutual Aid Agreement and Plan by notifying the Board of Officers in writing (Termination Notice), on or before December 31 of any calendar year, whereupon the participation of the withdrawing participating agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the Board of Officers.

Section 11 Participating agencies that have been admitted to participate in NIPAS pursuant to Article III, Sections 1 or 2 of these bylaws and whose participation in NIPAS has not been suspended or terminated pursuant to Article III, Sections 2, 8, 9, or 10 of these bylaws shall qualify as active NIPAS participating agencies for the purposes of these bylaws.

Article IV — Board of Officers

Section 11 The Board of Officers of NIPAS shall consist of the Officers of NIPAS (President, Vice-President, Secretary, and Treasurer, as set forth in Article V of these bylaws), the immediate past President, and six active members at large. at-large members selected from active NIPAS participating agencies. All members of the Board of Officers must be the Chief Executive Officer or official designee of a participating NIPAS agency.

Section 2 The Officers of NIPAS (President and Vice-President shall serve for a two , Vice-President, Secretary, and Treasurer) shall be elected, appointed, or filled, whichever the case may be, and serve terms in accordance with Article V of these bylaws.

Section 3 The immediate past President shall be the person who was succeeded by the President then holding office and shall serve a two-year term or until their successors in the office of the President have duly completed their term as President, provided their law enforcement agency remains an active NIPAS participating agency during their term of office. In the event the participation in NIPAS of the law enforcement agency of the immediate past President is terminated or suspended, the office of the immediate past President shall remain vacant until a new President is elected and the person who is succeeded by the new President shall fill the office of the immediate past President for a new two-year period. term.

Section 4 The remaining members of the Board of Officers shall be appointed, by the President, to a one year term of office at the Annual General Meeting. All officers must be the Chief Executive Officer, or official designee of a participating NIPAS agency. and shall serve a one-year term or until their successors have been duly appointed, provided their law enforcement agency remains an active NIPAS participating agency during their term of office provided. In the event the participation in NIPAS of the law enforcement agency of any at-large member of the Board of Officers is terminated or suspended, the President or Board of Officers may call a special meeting pursuant to Article XI, Section 4 of these bylaws in order to appoint a replacement to fill the remainder of the one-year term of the at-large member whose law enforcement agency was terminated or expelled as a participating agency in NIPAS.

Section 25 The Board of Officers shall have the authority to take all appropriate actions and to perform all duties required to accomplish the goals of NIPAS.

Section 36 The Board of Officers shall convene at a time and place as specified by the President. The President shall preside at the meetings of the Board of Officers and conduct business for NIPAS. Minutes of these meetings shall be available to all participating agencies and the members of the Board of Officers upon request.

Section 47 Six members of the Board of Officers shall constitute a quorum.

Section 58 Objections to rules or actions by Board of Officers may be made by any member. Objections by membersparticipating agency. Such an objection made by a participating agency will be brought to a vote by the general membershipof all participating agencies at the next Annual General Meeting or a special meeting called pursuant to Article XI, Section 4 of these bylaws, and decided by a majority vote of the participating agencies present in accordance with Article XIII, Sections 2 and 3 of these bylaws.

Section 69 The Board of Officers shall promulgate an operational plan for giving and receiving aid under the provisions of the Intergovernmental ServiceAmended Mutual Aid Agreement and Plan.

Article V — Officers of NIPAS

Section 1 The Officers of NIPAS shall consist of a President, Vice-President, Secretary, and Treasurer. They shall ~~have been a member, in good standing, for at least one year prior to~~each be the Chief Executive Officer or official designee of a participating agency that: (i) is in good standing; and (ii) has been an active NIPAS participating agency for the entire 12-month period immediately preceding their election.

Section 2 The President and Vice-President shall be elected in accordance with Article V, Sections 8 and 9 of these bylaws or filled in accordance with Article V, Sections 5 and 6 of these bylaws and shall each hold office for a term of two years or until their successors have been duly elected, ~~providing they continue to qualify for active membership~~provided their law enforcement agency remains an active NIPAS participating agency during their term of office.

Section 3 The Secretary and Treasurer shall be appointed by the President with the approval of the Board of Officers and shall each hold office for a term of one year or until their successors have been duly appointed, provided their law enforcement agency remains an active NIPAS participating agency during their term of office.

Section 4 All Officers may be reelected or appointed for additional terms of office

Section 5 Vacancies in the position of President within the two year term shall be filled with the Vice-President in accordance with Article VI, Section 2 of these bylaws. ~~The Secretary and~~

Section 6 Vacancies in the position of Vice-President within the two-year term shall be appointed by the President subject to approval by the Board of Officers.

Section 7 Vacancies in the positions of Secretary or Treasurer ~~are appointed by the President with approval by the Board of Officers. Vacancies to the position of Vice-President~~ within the ~~two~~ one-year term ~~will~~shall be appointed by the President subject to approval by the Board of Officers.

Section ~~3~~8 A Nominating Committee consisting of three ~~Active Members~~current members of the Board of Officers shall be appointed by the President of the Board of Officers. It shall be the duty of the Nominating Committee to present one nominee for President and one nominee for Vice-President. The Committee will obtain the consent of the nominee to serve if elected prior to placing the name in the nomination. The current Officers shall not serve as members of the Nominating Committee ~~Members~~members. Any active ~~member~~participating agency of NIPAS may make additional nominations from the floor.

Section ~~4~~ 9 Election shall occur at the Annual General Meeting. Election shall be by ballot. ~~If~~, but if there is ~~but~~only one nominee for each office, election may be by voice vote. A majority shall elect on the first ballot. In the event no candidate receives a majority vote, a second ballot shall be taken between the two candidates receiving the highest number of votes. Elected officers shall be installed at the ~~first annual meeting~~Annual General Meeting and shall assume their duties of office at that time.

Article VI — Duties of the Officers

Section 1 The President shall preside at the Annual General Meeting, any special meeting called pursuant to Article XI, Section 4 of these bylaws, and all ~~general~~ meetings of ~~NIPAS.~~the Board of Officers.

Section 2 The Vice-President shall serve as an assistant to the President and in the absence, or the inability, of the President, shall perform the duties of that office. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

Section 3 The Secretary shall keep an accurate record of the proceedings of all meetings for NIPAS. ~~He~~ The Secretary shall carry on all official correspondence of ~~the Association~~NIPAS under the direction of the Board of Officers, make available to ~~each member~~all participating agencies and the members of the Board of Officers the official minutes of all meetings ~~if requested~~upon request, and maintain charters and legal documents and all official records and correspondence.

Section 4 The Treasurer shall receive all monies of NIPAS and shall be custodian of all funds; these funds to be deposited in a financial institution approved by the Board of Officers. The Treasurer shall give a full report at the Annual General ~~Membership~~ Meeting. The Treasurer shall also sign checks and perform such other duties as usually pertain to the office.

Article VII — Specialized Teams

Section 1 The Board of Officers is authorized, from time to time as it sees fit, to establish subsidiary specialized teams within NIPAS dedicated to performing specialized law enforcement services for the sole benefit of those participating agencies who elect to participate in each specialized team and not for the benefit of all of NIPAS or all of the participating agencies.

Section 2 The Board of Officers may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each specialized team at its discretion.

Section 3 Participating agencies may elect to participate in these specialized teams in accordance with the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each specialized team, as set forth by the Board of Officers pursuant to Article VII, Section 2 of these

bylaws.

Section 4 The specialized benefits and additional mutual aid offered by each specialized team shall be available only to those participating agencies which have elected to:

a) Participate in that particular specialized team; and

b) Comply with the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for that particular specialized team, as set forth by the Board of Officers pursuant to Article VII, Section 2 of these bylaws.

Section 5 The Amended Mutual Aid Agreement and Plan and these bylaws only grant a participating agency participation in NIPAS as a whole and access to mutual aid from other participating agencies in the event of an emergency situation pursuant to the terms set forth in the Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to a participating agency participation in a specialized team or access to the specialized benefits and additional mutual aid offered by each specialized team.

Article VIII — NIPAS Staff

Section 1 The Board of Officers are authorized to appoint and discharge staff to help carry out administrative duties of NIPAS.

Section 2 The duties and responsibilities of appointed staff are defined in the "Critical Incident Plans," "Emergency Services Team Standard Operating Guidelines," and "Mobile Field Force Standard Operating Guidelines."

Article ~~VIII~~IX — Compensation

Section 1 Officers of NIPAS and members of the Board of Officers shall serve without compensation.

Section 2 The Board of Officers may approve compensation, as needed, for all other professional services required by NIPAS.

Article ~~IX~~X — Disbursements

~~Section 1~~ All disbursement of funds must be reviewed by the NIPAS System Manager or Team Coordinator and approved by the Treasurer and reported to the Board of Officers. Disbursements must be approved in accordance with a policy established by the Board of Officers.

Article ~~X~~XI — Meetings

Section 1 General NIPAS meetings shall be held annually at such date, time and place as shall be determined by the Board of Officers (Annual General Meeting).

Section 2 Board of Officers shall meet when determined by the President.

Section 3 The Board of Officers may suspend meetings if they are in conflict with other law enforcement activities.

Section 4 Special meetings of the participating agencies may be called by the President ~~and/~~or the Board of Officers if NIPAS business so dictates.

Article ~~XI~~XII — Committees

~~Section 1~~ The President of the Board of Officers shall create such committees as are deemed necessary to accomplish the purpose and the needs of NIPAS.

Article ~~XII~~XIII — Rules of Order

Section 1 The rules contained in *Roberts Rules of Order* (current edition) shall govern NIPAS in all cases to which they are applicable ~~and in which~~only to the extent they are not inconsistent with ~~the Bylaws of NIPAS~~these bylaws.

Section 2 ~~Twenty-five~~A majority of the participating agencies then currently active ~~members~~in NIPAS shall constitute a quorum ~~at a general meeting~~ for the conduct of business at the Annual General Meeting and at any special meeting called pursuant to Article XI, Section 4 of these bylaws.

Section 3 ~~All~~If a quorum in accordance with Article XIII, Section 2 of these bylaws is present, all matters put to a vote at ~~a general~~the Annual General Meeting or special meeting shall be decided by a majority vote of the active ~~members~~participating agencies present, unless otherwise stated in these bylaws.

Section 4 ~~All~~If a quorum in accordance with Article IV, Section 7 of these bylaws is present, all matters put to a vote at a Board of Officers meeting shall be decided by a majority vote of the members of the Board of Officers unless otherwise stated in these ~~Bylaws~~bylaws.

Article ~~XIII~~XIV — Fiscal Year

~~Section 1~~ The fiscal year of NIPAS shall be from May 1 to April 30.

Article ~~XIV~~XV — Amendments

Section 1 These ~~Bylaws~~bylaws may be amended at the Annual General Meeting or any ~~general or~~ special ~~membership~~ meeting of NIPAS participating agencies called pursuant to Article XI, Section 4 of these

bylaws, by a majority vote of those participating agencies present, providing the amendment shall have been sent to ~~the membership~~all participating agencies at least fifteen days prior to the meeting.

Section 2 Prior to the meeting at which the amendment is to be considered, the Board of Officers shall consider the proposed amendment and report its recommendations to ~~the membership~~all participating agencies prior to their vote ~~upon~~on the proposed amendment.

Article ~~XV~~XVI — Property

~~Section 1~~ The legal and equitable title of all property shall remain with NIPAS.

Article ~~XVI~~XVII — Dissolution

Section 1 If at the Annual General Meeting or any ~~regular or~~ special meeting called ~~for the purpose of dissolution~~pursuant to Article XI, Section 4 of these bylaws, three-fourths of the active ~~membership~~participating agencies vote in favor of dissolution of NIPAS, NIPAS shall be dissolved within sixty days of such vote.

Section 2 Immediately after a vote favoring dissolution, the Board of Officers shall proceed to settle any financial obligations pending against NIPAS, to wind down any contractual obligations, and to dispose of all property held.

Section 3 All funds and property remaining after all claims have been settled, shall be turned over to the Board of Officers for disposal.

Section 4 The property may be offered for purchase to ~~members~~participating agencies via sealed bid, as determined by the Board of Officers. If the property is not purchased or bids refused, then it shall be turned over to such nonprofit, tax exempt organizations as selected by the Board of Officers.

Section 5 All NIPAS funds remaining shall be distributed, by the Board of Officers, to such nonprofit, tax exempt, charitable, scientific, educational, or law enforcement organizations as selected by the Board of Officers.

Article ~~XVII~~XVIII — Effective Date

These ~~Bylaws~~bylaws shall be in full force and in effect from and after their passage and approval at ~~a general~~the Annual General Meeting or special meeting of the Northern Illinois Police Alarm System.

Document comparison by Workshare Compare on Tuesday, April 24, 2018 8:01:01 PM

Input:	
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Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
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Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	173
Deletions	123
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	306

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	August 21, 2018

DESCRIPTION:
Consideration of a Resolution Approving an Acquisition of Necessary Right of Way, Permanent and/or Temporary Easements from Mr. Roland Zablocki of 702 W Green St (PIN 03-14-301-007) in the Not-to-Exceed Amount of $12,750.00 Related to the Church Rd TAP-TCM Project

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*	X	*Enrich the lives of Residents*
	Quality Customer Oriented Services		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION: COW

DATE: August 21, 2018

BACKGROUND:
The Village applied for a Congestion Mitigation Air Quality (CMAQ) Grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of $541,620 (80% of estimated $677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. The Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional $223,125 (75% of estimated $297,500) for anticipated additional construction costs. The $223,125 also includes $75,000 for the Resident Engineering (estimated cost of $100,000). Although the Village has been recommended for the TCM funds, the funds aren't guaranteed because they were applied for in the FY 18-23 cycle. Other programmed projects have to be delayed or drop off in order for the Village to receive these funds. The Village also received addition $119,000 in CMAQ funding to cover the additional project costs.

KEY ISSUES:
In order to construct the proposed path, additional ROW, permanent and temporary easements are necessary from five parcels. The parcels are 701 W Green, 702 W Green, 700 W Irving Park Rd, Huffman Park (100-130 N Church) and the Railroad ROW along Church Rd. The Village Board approved the easement donations of 100-130 N Church Rd on June 26-2018 (R-88-2018). The Village entered into a crossing agreement with Metra (R-86-2018) on June 26, 2018 for the use of the Railroad ROW. The remainder of the three parcels were appraised and offered compensation for the required land. One of those three parcels is 702 W Green St owned by Mr. Roland Zablocki (PIN 03-14-301-007). The required needs are as follows:

1) ROW – 0.017 acres (741 SF)

The fair market value of the required land acquisition was appraised at $12,300. The owner has countered the offer at $12,750.00. Staff recommends acceptance of the counter offer to secure this parcel. The alternative would be to acquire by eminent domain. The additional attorney fees, appraisal and opinion witness costs would far exceed the additional $450.00 requested by the property owner(s).

Because the project is receiving federal funds, any land acquisitions related to the project needs to follow the IDOT process. Once IDOT has approved the acquisitions, a Plat of Highways depicting the ROW and easements will be recorded.

ALTERNATIVES:
Discretion of the Committee

RECOMMENDATION:
Staff recommends approval of the Resolution approving an acquisition of necessary Right of Way, Permanent

and/or temporary easements from Mr. Roland Zablocki of 702 W Green St (PIN 03-14-301-007) in the not-to-exceed amount of $12,750.00.

BUDGET IMPACT:

IN FY-18, $150,000 is budgeted for design services in account 31080820-536513 - of which $105,000 was designated for property acquisition.

ACTION REQUIRED:

Approval of a Resolution approving an acquisition of Necessary Right of Way, Permanent and/or Temporary Easements from Mr. Roland Zablocki of 702 W Green St (PIN 03-14-301-007) in the not-to-exceed Amount of $12,750.00 related to the Church Rd TAP-TCM Project.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/31/2018	Resolution Letter
Location Map	7/31/2018	Backup Material
Appraisal	7/31/2018	Backup Material
ROW-Easement Exhibit	7/31/2018	Backup Material
Counter Offer - Settlement	7/31/2018	Backup Material

RESOLUTION NO. _____

RESOLUTION APPROVING AN ACQUISTION OF THE NECESSARY RIGHT OF WAY, PERMANENT AND/OR TEMPORARY EASEMENTS FROM MR. ROLAND ZABLOCKI OF 702 W GREEN ST (PIN 03-14-301-007) IN THE NOT-TO-EXCEED AMOUNT OF $12,750.00 RELATED TO THE CHURCH RD TAP-TCM PROJECT

WHEREAS, the VILLAGE is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.;* and

WHEREAS, the VILLAGE, pursuant to its authority under the Sections 65 ILCS 11-80-13 and 11-84-1 of the Illinois Municipal Code, 65 ILCS 11-80-13 and 11-84-1, *et seq.,* is authorized to construct and regulate the use of sidewalks; and

WHEREAS, the VILLAGE is installing a shared-use path for pedestrian and bicycle use along the west side of Church Road adjacent to 702 W GREEN ST, a private land that is owned by Mr. Roland Zablocki; and

WHEREAS, for the convenience of pedestrians and bicyclists the VILLAGE desires to construct a continuous public path along the entire west of Church Road between Grove Avenue and Irving Park Road (IL-19), which would require the path to be placed adjacent to 702 W GREEN ST on portions of privately owned property; and

WHEREAS, the VILLAGE supports the construction of a shared use path for pedestrians and bicyclists along the west side of Church Road as it is a key component to the comprehensive bike path plan for the VILLAGE; and

WHEREAS, to construct the shared use path, right of way, permanent and/or temporary easements are necessary adjacent to 702 W GREEN ST; and

WHEREAS, the attached Exhibit A depicts the necessary right of way, permanent and/or temporary easements; and

WHEREAS, the required land of 0.017 acres (741 SF) has been appraised by a licensed appraisal; and

WHEREAS the fair market value of the required land is $12,300.00; and

WHEREAS an offer was made to Mr. Roland Zablocki in the amount of $12,300.00, and

WHEREAS Mr. Roland Zablocki countered the offer in the amount of $12,750.00, and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes the resolution approving an acquisition of the necessary right of way, permanent and/or temporary easements from Mr. Roland Zablocki of 702 W Green St (PIN 03-14-301-007) in the not-to-exceed amount of $12,750.00 related to the Church Rd TAP-TCM Project.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated August 28, 2018.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

Location Map

N

NOT TO SCALE

BENSENVILLE
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Appraisal Review Certification

Route:	FAU 2667 (Church Road)	Project:	--
Section:	16-00095-00-BT	Job No.:	R-55-001-97
County:	DuPage	Parcel:	0001 Unit: --

☒ Original ☐ Supplemental ☐ Complex ☒ Non-Complex ☐ Value Finding

Is the Remainder property an Uneconomic Remnant? ☐ Yes ☒ No

The attached ☒ Appraisal Report ☐ Restricted Appraisal Report submitted by David W. White has been reviewed by the undersigned. In accordance with 49 CFR 24.104, the attached appraisal meets one of the following categories:

☐ Not Accepted – Provide reasoning for non-acceptance
☐ Rejected Value – Meets all requirements, but is not selected
☒ Approved Value - Meets all requirements and is selected as basis for acquisition purposes

The conclusions of value for the subject property as of March 20, 2018, are as follows:

Fair Market Value of Whole Property	$ 213,000
Fair Market Value of Property Taken (including improvements) as a Part of the Whole	$ 8,700
Fair Market Value of Remainder as Part of the Whole Property Before Taking	$ 204,300
Fair Market Value of Remainder After the Taking as will be affected by the Contemplated Improvement	$ 200,700
Damage to Remainder	$ 3,600
Compensation for Permanent Easement(s)	$ N/A
Compensation for Temporary Easement(s)	$ N/A
Excess Land to be Acquired	$ N/A
Total Compensation	$ 12,300

Review Appraiser – Keith T. Tadrowski — 4-17-18 (Date)

Type of License	License Number	Expiration Date
Certified General Real Estate Appraiser	553.0001238	9/30/2019

Approved: _____ Date

REVIEW APPRAISER CERTIFICATION

The undersigned hereby certifies:

1. That on 4-12-18, I completed a visual inspection of the property and comparable sales selected. On Value Finding reports only with no permanent damages, a desk review of the attached appraisal is acceptable and is based upon information contained in the appraisal. I have analyzed the information and documented my conclusion in the attached appraisal review. ☐ I am/ ☒ I am not aware of any additional sales data or additional information that may impact the value of the subject property.

2. That I have no direct or indirect present or contemplated future personal interest in the property described therein or in any benefit from the acquisition, and I have no personal interest or bias with respect to the parties involved.

3. That the facts and data reported by the review appraiser and used in the review process are based on that information provided by the author of the attached appraisal report and any specialty reports, and that this information is considered true and correct. No one has provided significant professional assistance to the person signing this review report. (If there are exceptions, the name of the individual(s) providing appraisal review assistance must be stated).

4. That the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions. I have no bias with respect to the property that is the subject of this review or the parties involved.

5. That my determination has been reached independently based on the appraisal without any collusion or direction, and my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report. This review report is based on the data and information provided in the actual appraisal report and any specialty reports used therein.

6. That my analyses, opinions, and conclusions were developed and this review report has not been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (the Uniform Act 49 CFR 24.104) and are based on the scope of work described herein.

7. That I have given consideration in this review to the value of the part taken, and damages and/or benefits to the remainder, if any, to the extent allowed under Illinois statutes; and that as near as can be determined noncompensable items of damage under Illinois law have not been included in appraisal.

8. In the event that I have completed my own independent research of the subject property and any additional information and data or I have documented the attached appraisal, this will be so stated in the accompanying review appraisal report. Otherwise, this review has been based on only the data and information provided by the appraiser of record for this appraisal report.

9. I have performed no (or the specified) other services as an appraiser or in any other capacity regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

10. My engagement in this assignment and my compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

11. Statement supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part thereof.

Keith T. Tadrowski		
Appraiser Name	Signature	
Certified General Real Estate Appraiser	553.0001238	9/30/2019
Type of License	License Number	Expiration Date

APPRAISAL REVIEW REPORT: In accordance with 49 CFR 24.104 and USPAP Standards Rule 3, a review appraiser will prepare an appraisal review report to support the approved value selected for the use as the basis for acquisition purposes. This report shall contain the following information, either in a simple format or a more complex format as required for the review assignment: 1) scope of work being reviewed and the scope of work of the review assignment; 2) examination of the presentation and analysis of the appraisal report and the development of an opinion as to completeness, adequacy, appropriateness of appraisal methods and techniques used; 3) identification of client, intended use and intended user(s); and 4) identification of any damages or benefits to any remaining property identified in the appraisal; and 5) , a signed certification (Page 2 of this Appraisal Review Certification).

Subject of the review assignment: 0001

Date of the review: 4-17-18

Property Interest to be Acquired: ☒ Fee Simple ☐ Dedication/Perpetual Easement
☐ Permanent Easement ☐ Temporary Easement
☐ Other
If Other, explain (if for disposal of excess land and/or other rights, please indicate fee simple, dedication/perpetual easement, and/or release of access rights.

Date of work under review: 3-30-18

Effective date of the opinion or conclusion of the work under review: 3-20-18

Appraiser(s) who completed work being reviewed: David W. White

Describe the scope of work performed in this appraisal review report as required in 49 CFR 24.104 and USPAP Scope of Work Rule.

Scope of Work Performed by the Reviewer:

- •Check for mathematical errors
- •Check for factual errors or omissions
- •Adequacy and quality of supporting data
- •Analysis of data
- •Methods and techniques applied
- •Soundness of reasoning and conclusions
- •Personal inspection of the subject property
- •Personal inspection of all market comparable properties
- •This review has considered and includes all know pertinent information in arriving at a final conclusion of value.

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Appraisal Review Certification

The report has been reviewed to determine if the appraiser complied with the required IDOT standards in accordance with 49 CFR 24.104 and the requirements of the Uniform Standards of Appraisal Practice (USPAP). My report is intended to comply with the requirements of Standard 3 and is prepared on this form as developed and required by IDOT.

In the event that I have completed my own independent research of the subject property and any additional information and data or I have documented the attached appraisal, this will be so stated in the accompanying review appraisal report. Otherwise, this review has been based on only the data and information provided by the appraiser of record for this appraisal report.

If I have disagreed with any of the appraiser's conclusion, the basis for opinion are explained and supported as part of this review report. The appraiser's report that has been reviewed is attached and considered part of this review report. Unless noted otherwise, I have accepted the factual data reported by the appraiser.

Type of Review: I have completed both a desk and field review of the attached report. I have checked mathematical calculations and considered the appraiser's reasoning, analysis, and conclusions.

Client and Intended Users: My client is the Village of Bensenville. The intended user of the report is the Village of Bensenville and its assigns; no other users are intended. This review was ordered by David W. White, acting as an agent for the Village of Bensenville.

Intended Use of the Report: This is an appraisal review report. The purpose of the report is to develop an opinion as to the completeness, adequacy, appropriateness of appraisal methods and techniques used by the appraiser to develop and report the value opinions. The report conclusions are to be used as the basis for acquiring the needed rights for the proposed road improvement project.

Inspection of the Property: I personally have inspected the property that is the subject of this report and have verified the information reported by the appraiser as to the property being acquired.

Verification of Market Data: I personally have viewed all of the market data cited by the appraiser in the report.

Conclusions:

I concur with the appraiser's conclusions. I believe the appraisal meets standards of completeness, accuracy, relevance, and reasonableness.

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Appraisal Report

Route	F.A.U. 2667 (Church Road)	Project	--
Section	16-00095-00BT	Job No.	R-55-001-97
County	DuPage	Parcel	0001 Unit --

Take: ☐ Whole ☒ Partial ☐ Other:
Appraisal Sequence: ☒ Original ☐ Supplemental

1. Attached is a ☐ complex ☒ non-complex appraisal, per IDOT's Land Acquisition Policies and Procedures Manual.

2. Location and Address: 702 W Green Street, Bensenville, IL 60106

3. Identification: 03-14-301-007

4. Present Owner's Name, Address and Telephone No.: Roland Zablocki, 702 W. Green Street, Bensenville, IL.

5. Tenant's or Lessee's Name, Address and Telephone No.: n/a

6. Person Interviewed: Roland Zablocki

7. Interviewed by: D. White

8. Farmland Preservation Act (pertains to fee takings and permanent easements): N/A
CL _____ OC _____ HL _____ PL _____ FL _____ FS _____ RL _____ OL _____

9. Present Use: Single Family Residence
Zoning: RS-4, Medium High Density Single Family, Village of Bensenville
Highest and Best Use Before Taking: Single Family Residence
Highest and Best Use After Taking: Single Family Residence

	Acres	Sq. Ft.
10. **Area of Whole Property**	0.241	10,498
Total Area to be Acquired in Fee Simple Title:	0.017	741
Area to be Acquired by New Dedication	--	--
Area Acquired by Previous Dedication	--	--
Area to be Acquired for Additional ROW	--	--
Area to be Acquired by Permanent Easement	--	--
Area to be Acquired by Temporary Easement	--	--
Area of Remainder	0.224	9,757

11. **Final Conclusion of Value** **Effective Date of Appraisal:** March 20, 2018

Fair Market Value of Whole Property	$ 213,000
For Partial Taking include the following:	
Fair Market Value of property taken (including improvements) as part of the whole	$ 8,700
Fair Market Value of remainder as part of the whole before taking	$ 204,300
Fair Market Value of remainder after taking as will be affected by contemplated improvements	$ 200,700
Damage to Remainder	$ 3,600
Compensation for Permanent Easement(s)	$ n/a
Compensation for Temporary Easement(s)	$ n/a
Total Compensation	**$ 12,300**

Date of the Report: March 30, 2018
Appraiser Name: David White
License Type: Certified General Real Estate Appraiser

Appraiser Signature

IL License # 553-000624 Expires: 9/30/2019

Definition of Fair Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)

In the event of a partial acquisition where there is remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

Property History: Has subject sold in the last five (5) years or is it currently listed for sale? Yes ☒ No ☐
If yes, an analysis of the recent sale(s) and/or current listing is summarized as follows: The property sold September 6, 2016 for $135,000 in a short sale transaction (Warranty Deed #R2016-095618). The Grantor was Dorothy Velasquez and the Grantee was Roland Zablocki.

Property Interest to be Appraised: ☒ Fee Simple Estate ☐ Leased Fee Estate

Property Interest to be Acquired (check all that apply):
☒ Fee Acquisition ☐ Permanent Easement ☐ Dedication/Perpetual Easement
☐ Temporary Easement ☐ Other: _____
☐ None of the Above: This appraisal is for the disposal of excess land and/or the release of other rights.
If applicable, the disposition/release of rights is described as follows: N/A

USPAP Reporting Option (as defined by USPAP SR 2-2): ☒ Appraisal Report ☐ Restricted Appraisal Report

Type of Appraisal (per IDOT's Land Acquisition Policies and Procedures Manual):
☒ *Non-Complex*: Appraisal report "meets minimum requirements consistent with commonly accepted Federal and Federally-assisted program appraisal practices for those acquisitions, which, by virtue of their low value or simplicity," do not require in-depth analysis presentation.

☐ *Complex*: Appraisal report that meets all minimum requirements and also reflects "established and commonly accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation.

Client: Village of Bensenville

Intended User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report.

Intended Use: The intended use of this appraisal report is for ☒ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use.

Authorization: The following person contacted the appraiser to provide this appraisal service: Mehul Patel, PE, CFM, and Assistant Director of Public Works for the Village of Bensenville.

Purpose of Valuation:
☒ The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking.

☐ The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or other rights to be disposed by the Client.

Assignment Conditions: Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work. Assignment conditions applicable to this appraisal assignment are summarized below.

The Client requires this appraisal assignment to comply with the following standards, laws, regulations, and policies:

- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- the Uniform Standards of Professional Appraisal Practice (USPAP), and
- the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Furthermore, the Client requires this appraisal to be prepared in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way. No portion of the value assigned to such property shall consist of items which are non-compensable under the established laws of Illinois.

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.

Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.

USPAP Standards Rule 1-2(c)(iv) requires that when exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. However, the definition of fair market value in this report does not include exposure time as a component. Therefore, the appraiser is not required to develop and report an opinion of exposure time linked to the value opinion. This situation is considered to be an assignment condition for the purposes of this appraisal.

Scope of Work: Summarize the steps/process employed to develop the appraisal report, as required in 49 CFR Part 24, and the Uniform Standards of Professional Appraisal Practice (USPAP).

The amount and type of information researched and the analysis applied in an assignment includes, but is not limited to 1) the extent to which the property is inspected or identified; 2) extent of inspection and description of the neighborhood and proposed project area; 3) the extent of research into physical or economic factors that could affect the property; 4) the extent of data researched; and 5) the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work also needs to explain the various approaches utilized and the reasons for why any particular approach was not used.

The appraiser will provide an appraisal and appraisal report in accordance with the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual; the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act as amended (hereinafter "Uniform Act") and the implementing regulations in 49 CFR Part 24; the Civil Procedure Eminent Domain Act (735 ILCS 30/1-1-1 Et Seq.); and the 2016-2017 edition of the Uniform Standards of Professional Appraisal Practice. The appraiser must, at a minimum:

- Inspect the neighborhood and local area, noting utility and transportation infrastructure to the extent required for the highest and best use of the property.
- Adequately describe the physical characteristics of the property being appraised, including items identified as personal property, as of the date of valuation. The description should also include:
    - Known and observed encumbrances
    - Title information
    - Location
    - Zoning (current, proposed, and probability of rezoning)
    - Use
    - Stage of development
    - Concurrency with local and regional land use plans
    - An analysis and supported determination of highest and best use
    - Sales history of the property within the last five years (e.g., when acquired, amount paid, etc.)
- Adequately describe and analyze all relevant market data and activity as of the date of value.
- Inspect, research, analyze, and verify comparable sales with public sources and with a party to the transaction if possible (buyer, seller, broker, or attorney).
- Appraise the fair market value of the whole property; the portion to be acquired, including any temporary or permanent easements; and damages to the remainder, if any.
- Report the appraiser's analyses, opinions, and conclusions in the appraisal report. The appraisal report must include the plat or sketch of the property and provide the location and dimensions of any improvements. The appraisal report shall include adequate photographs of the subject property and of the comparable sales and provide location maps of the property and comparable sales.
- Consider the three traditional approaches to value: cost, income, and sales comparison approaches. The applicable approach to value the subject property is the sales comparison approach. The sales comparison approach was used to develop a value conclusion. The cost and income approaches to value are not as credible as the sales comparison approach for the purposes of this appraisal. The cost and income approaches are not required and were omitted.
- I have considered the remainder and its improvements when estimating the fair market value of the part taken.
- Other documents furnished to the appraiser and considered in the valuation by the client are referenced in this report.

General Assumptions and Limiting Conditions: Summarize any general assumptions and limiting conditions utilized in this report.

This appraisal will be based on the following general assumptions and limiting conditions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements, and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.

2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.

3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.

4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.

5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.

6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

7. Any opinions of value provided in the report apply to the entire property, and any portion or division of the total into fractional interests will invalidate the opinion of value unless such proration or division has been set forth in the report.

8. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.

9. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.

10. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.

11. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

12. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.

13. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

14. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

15. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.

16. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.

18. Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.

19. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

20. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

21. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered, unless otherwise noted in the appraisal.

22. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

23. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report.

24. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

25. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

26. The appraisal report is prepared for the exclusive benefit of the Client and intended user(s), its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

27. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

28. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

29. The appraiser is not a building or environmental inspector. The appraiser does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

30. The appraisal report and value conclusion assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner, if applicable for proposed construction.

31. It is expressly acknowledged that in any action which may be brought against Civiltech Engineering, Inc., or their respective officers, owners, managers, directors, agents, subcontractors or employees, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, Civiltech Engineering, Inc., shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of Civiltech Engineering, Inc. in any such action shall not exceed the fees paid for the preparation of the appraisal. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

32. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

33. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Civiltech Engineering, Inc., and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent be achieved, as they are subject to considerable risk and uncertainty.

Property Owner Contact/Interview: Summarize the appraiser's contact/interview with property owner. The property owner (or the owner's designated representative) must be provided the opportunity to accompany the appraiser during the appraiser's inspection of subject property (49 CFR Part 24.102).

Name of the property owner (or designated representative) who was offered an opportunity to accompany the appraiser: Roland Zablocki.

The method used to contact the property owner included (check all that apply):

- ☐ Personal contact
- ☐ Telephone
- ☒ Letter
- ☐ Other (explain): _____

The invitation to the property owner:

- ☒ was accepted
- ☐ was declined
- ☐ did not receive a response
- ☐ Other (explain): _____

The appraiser personally inspected the subject property on the following date(s): The appraiser performed an exterior inspection on March 20, 2018. The owner accompanied the appraiser.

Additional information relating to the appraiser's contact with the property owner, including any concerns expressed by the owner, is explained as follows: n/a

Aerial

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	Southwest

Description: View of the front of the residence.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	Southeast

Description: View of the area to be acquired from the northeast corner of the property.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	Southwest

Description: View of the area to be acquired along S. Church Road.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	Southwest

Description: View of the area to be acquired along S. Church Road.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	Southwest

Description: View of the area to be acquired along S. Church Road.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	Southwest

Description: View of the area to be acquired along S. Church Road.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	North

Description: View of the area to be acquired along S. Church Road.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	Northwest

Description: View of the area to be acquired along S. Church Road.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	North

Description: View of the area to be acquired along S. Church Road.

Date of Photograph:	March 20, 2018
Photograph By:	D. White
Camera Facing:	North

Description: View of the area to be acquired along S. Church Road.

Descriptive Analysis of Whole Property: Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning.

NEIGHBORHOOD DESCRIPTION

The Village of Bensenville, Illinois is a city located in DuPage County, Illinois; approximately 20 miles northwest of the Chicago Loop. It is surrounded by Elk Grove Village to the north, Schiller Park and O'Hare International Airport to the east, Elmhurst to the south, and Wood Dale to the west. The Village of Bensenville has a total area of 5.618 square miles, of which 5.57 square miles is land and 0.048 square miles is water. First known as Tioga, it was formally established as Bensenville in 1873 along the Milwaukee Road railway.

According to the 2010 US Census, the population of the Village of Bensenville was 18,352, and estimated to be 18,355 in 2016, indicating a nominal increase. Also in 2010, there was a reported 6,743 housing units. The median value of owner-occupied housing units from 2012-2016 was $203,100, and the median gross rent from 2012-2016 was $1,021. The median household income from 2012-2016 was $62,286. *(United States Census Bureau)*

Between beginning of March 2015, and end of February 2018, 511 detached housing units have sold in the Village of Bensenville. There was an average marketing time of 87 days, a median sold price of $219,000, and an average sold price of $224,154. The maximum sold price was $546,000 and the minimum sold price was $40,000. This shows improvement in the local market compared to the previous three years. Between end of February 2012, and end of February 2015, 487 detached housing units were sold. There was an average marketing time of 134 days, a median sold price of $163,000, and an average sold price of $172,296. *(Midwest Real Estate Data, MLS)*

Downtown Bensenville is near the intersections of Green Street and York Road, and Main Street and York Road. Properties proximate to these two intersections are zoned either C-3 Downtown Mixed Use or C-4 Regional PUD Commercial, and consist of local businesses. Establishments in this area include restaurants, a flower shop, local supermarkets, law offices, hair salons, a theater, a bakery, banquet hall, and more. Residents enjoy 'Music in the Park/Cruise Nights' in the warmer months of the year, where family-friendly concerts are held in combination with a car show.

The Village of Bensenville is served by Bensenville School District No. 100 and Bensenville School District No. 2. The district currently consists of three public elementary schools, one 6-8 public middle school, and Fenton Community High School, Bensenville's only public high school.

Bensenville is served by Metra's Milwaukee District West line, which travels from Elgin to Chicago. The village is also served by the Pace Bus System. Bensenville is conveniently located near O'Hare International Airport, although this does come with the elevated noise levels from airplane jet streams.

In 1996, the O'Hare Noise Compatibility Commission was established, following an invitation from the City of Chicago to suburban mayors to begin constructive dialogues on aircraft noise issues. This is the only inter-governmental agency that is dedicated to reducing aircraft noise in the communities around O'Hare International Airport. The Technical Committee, one of three committees within ONCC, promotes technological advancements that are designed to reduce aircraft noise. The Sound Committee, another one of the three committees, oversees the residential noise remediation program and the school sound insulation program. The total spending on these programs since they began is approximately $550 million.

Subject Property Description

Current Use:	Single family residence
Tenants:	n/a
Site Description:	This is a 0.241 acre or 10,498 square foot rectangular shaped land parcel with mostly level topography.
Flood Hazard and Wetlands:	The property is not located within an identified floodplain (FEMA Map Panel 17043C0306H). There are no wetlands located on the site.
Utilities Available:	All utilities serve the site, including municipal sewer and water.
Building Description:	The property is improved with a split-level, single family residence that contains 1,152 square feet (per the Addison Township Assessor) and was built in 1957. The living square feet includes the lower level area that serves as a family room. The home has 3 bedrooms, 1.5 bath, and does not have a sub-basement. There is also a detached two-car garage.
Site Improvements:	Fencing, including a 6' wood privacy fence and a wood split rail fence, landscaping, and an asphalt driveway.
Access:	One drive entrance from Church Road.
Zoning Information:	RS-4, Medium High Density Single Family, under the jurisdiction of the Village of Bensenville.
Traffic Counts	10,100 vpd along S. Church Road and 14,600 vpd on Green Street (2016 IDOT traffic counts).
Easements & Encroachments	There are no apparent encroachments onto the subject property. The site is subject to typical utility easements. No adverse easements were observed or known.

Highest and Best Use Analysis: Summarize the support and rationale for the appraiser's determination of the highest and best use of the subject property. If the property is improved, address both the highest and best use as vacant, and of the property as improved. Appraiser may provide a Land Only Grid to support highest and best use analysis. A detailed appraisal requires more in-depth analysis. A change in highest and best use requires more in-depth analysis of the subject property before the acquisition and the remainder.

The development of an opinion of market value first requires a determination of highest and best use, founded on the forces of supply and demand. The highest and best use of the property must be determined for both the subject site as though vacant, and for the property as currently improved (if applicable). The highest and best use must meet the following criteria:

1. Legally permissible under the zoning laws and other restrictions that apply to the site.
2. Physically possible given the site size and characteristics.
3. Economically feasible, or those uses that produce a positive return on investment.
4. The particular use (or class of uses) that pass the first three criteria and also produce the highest net return on investment relative to risk are the maximally productive and highest and best use of the property, which then becomes the basis of the market value estimate.

Highest and Best Use as defined by the Courts is "that use which would give the property its highest cash market value on the date of value. This may be the actual use of the property on that date or a use to which the property is/was adaptable and which would be anticipated with such reasonable certainty that it would enhance the market value on that date."

Highest and Best Use of the Land As If Vacant

As previously noted, the subject site is zoned RS-4, Medium High Density Single Family, under the jurisdiction of the Village of Bensenville. The subject property has an adequate size and shape to accommodate a variety of developments, satisfying the physical possibility standard for highest and best use. The topography of the site does not impose any significant burden to development. All public utilities are available to the site, including municipal sewer and water.

In view of the surrounding environs, the RS-4, Medium High Density Single Family zoning classification, and neighborhood demographics, it is my opinion that the subject site, if vacant, would most likely be developed with a residential use which would generate the highest net return. It is my opinion that the highest and best use of the subject site, as if vacant, is for detached single family residential development.

Highest and Best Use of the Property as Improved

I considered the highest and best use of the subject property as presently improved with a single family residence. I also considered the land improvements. The residence on the property is in good condition.

The present improvement is legally permissible and contributes nominally over and above the value of the property as vacant.

Due to the surrounding environs, the zoning designation, and the current condition of the building improvements, the highest and best use of the subject site is as improved as a single family residence.

Valuation Analysis of Whole Property:

This is a 0.241 acre or 10,498 square foot rectangular shaped land parcel with level topography. The site is improved with a single family residence, and is at a corner location. It is zoned RS-4, Medium High Density Single Family, under the jurisdiction of the Village of Bensenville.

I have considered comparable sales No. 9 through No. 12, located within the sales book prepared in conjunction with this report when estimating the value of the whole property. A full description of these sales is located in the sales book prepared in conjunction with this appraisal report. These sales have an unadjusted range from $165.63 to $189.61 per square foot.

Sale 7, the short sale of the subject property for $135,000 in September of 2016, was also considered when valuing the whole property.

Adjustments were considered for features such as date of sale, location, lot size and shape, topography, utilities, floodplain/wetland, conditions of sale, market characteristics, traffic counts and other relevant site characteristics. All sales were considered "arms-length", with typical financing unless otherwise noted.

Sale	Sale Date	Location	Sale Price	Bldg size (ac)	Unit Price (sf)	Site size (ac)	Bed/ Bath	Year Built	Flood/ Wetland	Traffic Count	Corner	Utilities
9	11/17	181 Judson Street, Bensenville	$240,000	1,437	$167.01	0.18	3/2	1959	None/ None	n/a	No	All public
10	12/17	192 S. Addison Street, Bensenville	$240,000	1,449	$165.63	0.17	3/2	1975	None/ None	n/a	No	All public
11	05/17	720 Parkside Lane, Bensenville	$262,000	1,520	$172.37	0.21	3/2	1962	None/ None	n/a	Yes	All public
12	04/15	701 W. Green Street, Bensenville	$203,073	1,071	$189.61	0.183	3/1	1957	None/ None	10,100 vpd on Church Rd., and 14,600 vpd on Green Street	Yes	All public
Subj	--	702 W. Green Street, Bensenville	--	1,152	--	0.241	3/1.5	1957	None/ None	10,100 vpd on Church Rd., and 14,600 vpd on Green Street	Yes	All public

Based on the sales listed above and the characteristics of the subject property, I have estimated the fair market value of the whole property to be $185.00 per building square foot or $213,000 (rounded).

Project Background

In March 2016, the Village Board adopted the Bensenville Active Transportation Plan developed by a Village steering committee, residents, key stakeholders and the consultants from Active Transportation Alliance. The Village intends to make significant progress on our bike plan with connections to Elmhurst (Salt Creek River Trail, Great Western Trail and Prairie Path), Wood Dale (Salt Creek River Trail) and Elk Grove Village (Busse Woods) by 2018. This is one of the many projects the village will complete in order to achieve the overall vision.

Valuation Analysis of Taking:

The area to be acquired is located along the entire east property line, adjacent to Church Road. The take has a depth of 5.00 feet and is rectangular in shape. The total area to be acquired is 0.017 acres or 741 square feet. The reader is referred to the attached plat for a visual representation of the take.

Located within the area to be acquired is lawn, two smaller trees, two trees 24" in trunk diameter, a portion of the asphalt driveway, a portion of the 6' wood privacy fence and a portion of the wood split rail fence, which is in poor condition and does not contribute to the whole property. The 6' wood privacy fence that is to be acquired and replaced has been considered in the damages as a cost to cure.

I have considered comparable land sales No. 2, No. 3, and No. 4 to assist in the determination of the contributory land value within the area to be acquired. A full description of these sales is located in the sales book prepared in conjunction with this appraisal report. These sales have an unadjusted range from $8.20 to $12.08 per square foot. Adjustments were considered for features such as date of sale, location, lot size and shape, topography, utilities, floodplain/wetland, conditions of sale, market characteristics, traffic counts and other relevant site characteristics.

The fair market value of the area to be acquired, as a part of the whole, including improvements is $8,700 (rounded). I have allocated a contributory land value of $9.00 per square foot to the area to be acquired as a part of the whole property, and approximately $2,000 for the contributory value of the improvements within the area to be acquired as a part of the whole property. The land and improvements within the area to be acquired have not been valued separately.

Narrative Analysis and Value Opinion of Remainder:

After the taking, the remainder property will have a total land holding of 0.224 acres or 9,757 square feet. The highest and best use of the property will not change as a result of the taking or project. There will be no change in access, division of the property or land locking.

A portion of the 6' wood privacy fence and a portion of the wood split rail fence is within the area to be acquired. The cost to replace the 6' privacy fence is estimated at $3,600. The wood split rail fence is in poor condition and does not have any contributory value to the whole property.

I have considered improved sales 9, 10, 11 and 12 located within the sales book prepared in conjunction with this report when estimating the fair market value of the remainder, after the take, as impacted by the contemplated improvements. After adjustments, the fair market value of the subject property, after the take, as affected by the contemplated improvements, is $200,700. There are damages of $3,600 as a cost to cure to replace the privacy fence.

Fair Market Value of Remainder as Part of the Whole Before Taking	$	204,300
Fair Market Value of Remainder, After the Take, as will be affected by the Contemplated Improvements	$	200,700
Damage to Remainder	$	3,600

APPRAISER CERTIFICATION

In accordance with USPAP, I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- The following individual(s) provided significant real property appraisal assistance to the person signing this certification: Kelsey White, Associate Real Estate Trainee Appraiser Lic. No. 557.006256 assisted in the preparation of this appraisal report, research of the subject property, interpreting plats and plans, market analysis, sales verification, and reconciliation.

As required by the Client, I further certify that:

- I have afforded the property owner(s) or their designated representative the opportunity to accompany me at the time of inspection.
- I have made a personal field inspection of the comparable sales relied upon in this appraisal report.
- The subject and comparable sales relied upon in preparing this appraisal were as represented by the photographs contained within the report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.
- I understand this report may be used in connection with the acquisition of right of way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of Federal-aid highway funds, or other Federal funds.
- I have prepared this appraisal in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of Illinois.
- I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.
- Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in opining on the value of the property before the taking. Any decrease or increase in value caused by the actual acquisition of a part of the property was considered in opining on the value of the remainder after the taking. This statement is in compliance with 49 CFR 24.103(b) as well as IDOT's Land Acquisition Policies and Procedures Manual.
- I have not revealed the findings of this appraisal to anyone other than the Client, and that I will not do so until authorized by the Client or until I am required to do so by law, or until I am released from this obligation by having publicly testified to these findings.
- The comments by the licensed real estate appraiser contained within this appraisal report on the condition of the property do not address "standards of practice" as defined in the Home Inspector License Act [225 ILCS 441] and 68 Ill. Adm. Code 1410 and are not to be considered a home inspection or home inspection report.
- My opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the effective date of this appraisal is **$12,300** my independent appraisal and the exercise of my professional judgment.

Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Appraiser Signature

Appraiser Name: David White
License Type: Certified General Real Estate Appraiser
IL License # 553-000624 Expires: 9/30/2019

Route:	FAU ROUTE 2667 (Church road)
Section:	16-00095-00-BT
County:	DuPage
Job No.:	R-55-001-97
Parcel No.:	0001
Station:	106+29.75 to 107+79.67
Index No.	03-14-301-007

PARCEL DESCRIPTION

The East 5.00 feet of Lot 28, as measured at right angles to the East line of said Lot 28, in Plentywood 1st Addition to Bensenville, of part of Lot 1 in George M. Groves Assessment Plat of part of Section 14, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat of Plentywood 1st Addition to Bensenville, aforesaid recorded January 11, 1956 as document no. 786046 and re-recorded April 20, 1956 as document no. 797244 in DuPage County, Illinois.

Said Parcel Containing 0.017 acres, more or less.

PART OF THE NORTH HALF OF SECTION 14, TWP. 40 N., R. 11 E. OF THE 3RD. P.M., IN DuPAGE COUNTY, ILLINOIS.

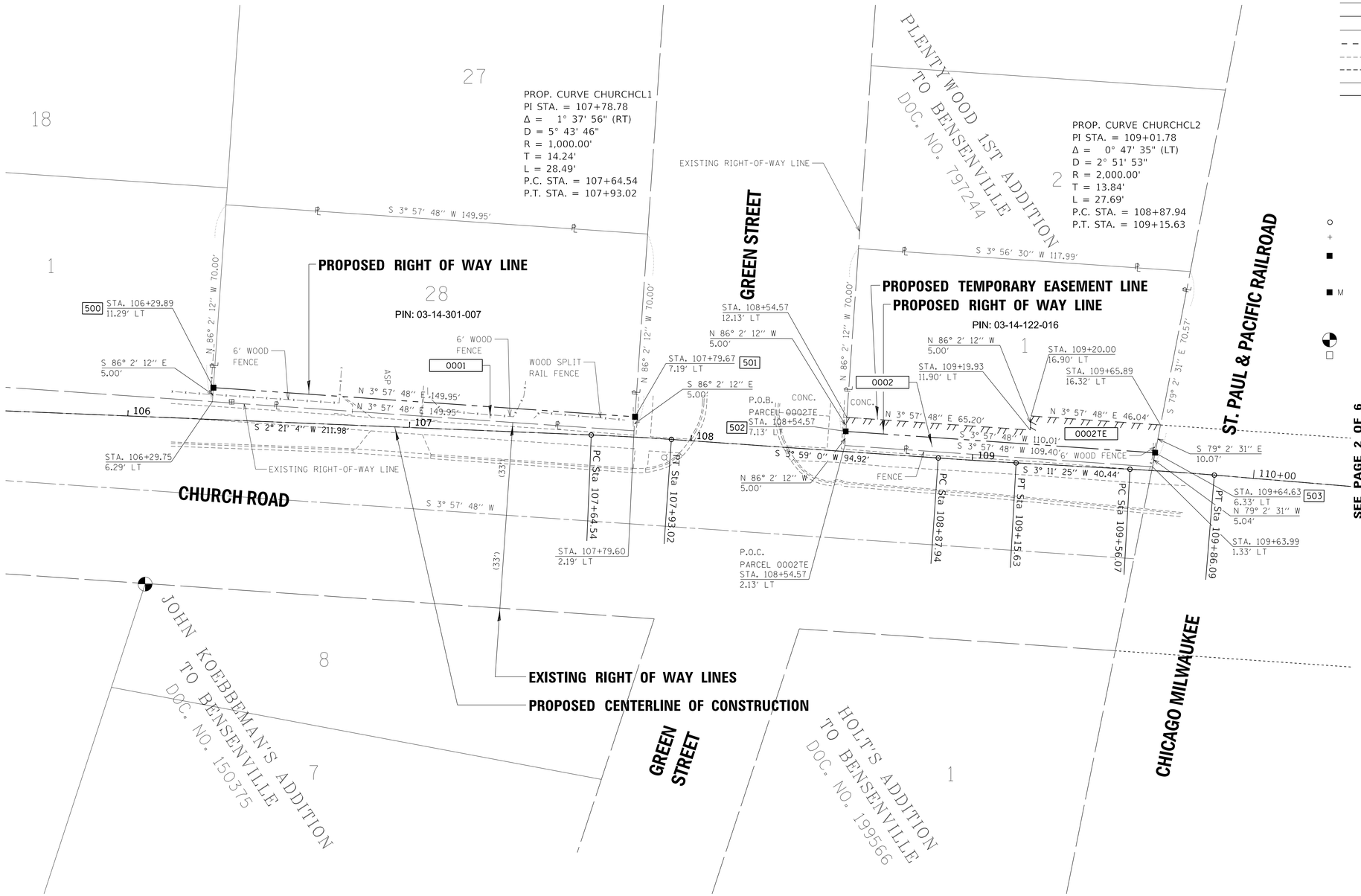
PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA		PARCEL INDEX NUMBER
					ACRES	SQUARE FEET	
0001	0.241	0.017		0.224			03-14-301-007
0002 0002TE	0.183	0.013		0.170	0.018		03-14-122-016

NOTES:

- *ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.*
- *BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM,EAST ZONE,NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT)'GRID'.*
- *ALL MEASURED AND CALCULATED DISTANCES ARE 'GRID' NOT 'GROUND'.TO OBTAIN GROUND DISTANCES,DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99995957.*
- *AREAS SHOWN ON THIS PLAT ARE 'GROUND'.*

PROJECT COORDINATES

Point	North	East
500	1927183.35	1088660.27
501	1927332.94	1088670.63
502	1927407.76	1088675.82
503	1927517.51	1088683.42



LEGEND

SECTION CORNER

QUARTER SECTION CORNER

GRAPHIC SCALE FEET 0 20

SCALE: 1"= 20'

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APL — APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- AC — EXISTING ACCESS CONTROL LINE
- AC — PROPOSED ACCESS CONTROL LINE
- 129.32' MEASURED DIMENSION
- 129.32' (COMP) COMPUTED DIMENSION
- (129.32') RECORDED DIMENSION
- EXISTING BUILDING

- ○ IRON PIPE OR ROD FOUND
- ⊕ "MAG" NAIL SET
- \+ CUT CROSS FOUND OR SET
- ● 5 / 8" REBAR SET
- ■ STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- ■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- ⊕ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- □ RIGHT OF WAY STAKING PROPOSED TO BE SET

SEE PAGE 2 OF 6

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, SCOTT KREBS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, COMPASS SURVEYING, LTD. AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-002778,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 9, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT _____, ILLINOIS THIS __ DAY OF _____ 20 __ A.D.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
EXPIRES NOVEMBER 30, 2018
COMPASS SURVEYING, LTD
ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING
CORPORATION NUMBER 184-002778
LICENSE EXPIRATION DATE: NOVEMBER 30, 2019

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

COMPASS SURVEYING LTD
2631 Ginger Woods Parkway, Suite 100 Aurora IL 60502
PHONE: (630)820-9100
FAX: (630)820-7030

F.A.U. ROUTE 2667
PROJECT BEGIN POINT: 106 + 00.00
PROJECT END POINT: 119 + 89.22

PLAT OF HIGHWAYS

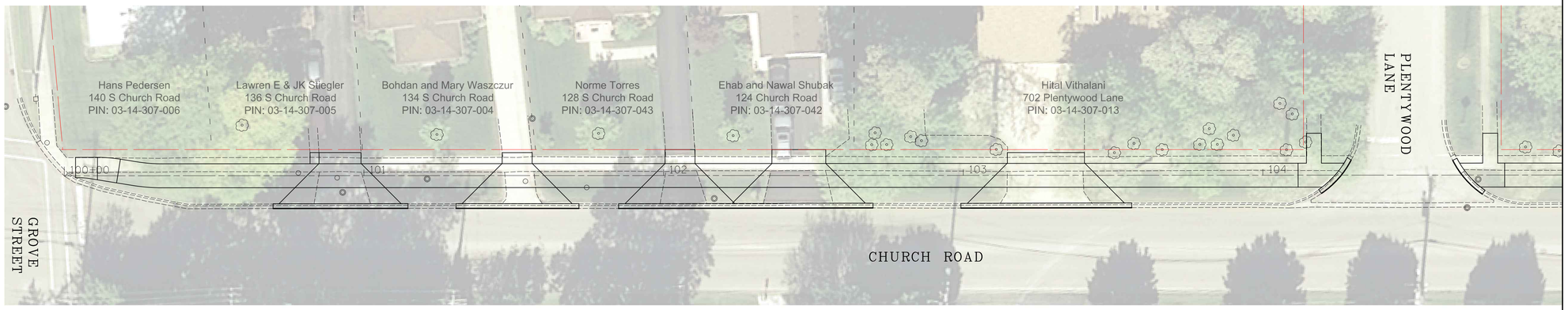
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CHURCH ROAD FAU RTE 2667

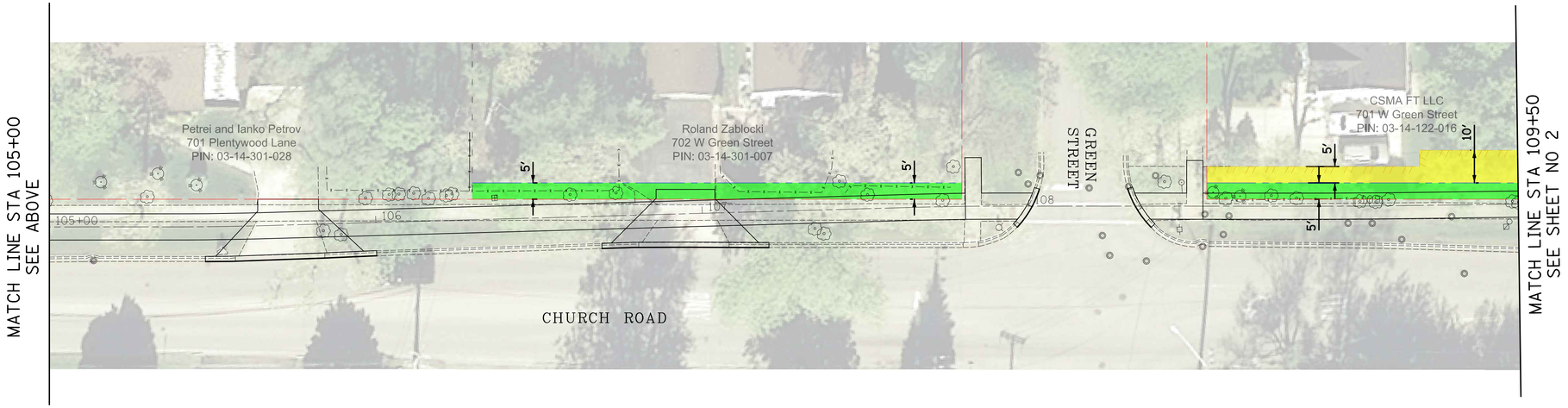
LIMITS: CHURCH ROAD — COUNTY: DUPAGE
SECTION: 16-00095-00-BT — JOB NO.: R-55-001-97
STA. 106+00 TO STA. 110+00
SCALE: 1"=20' — SHEET 2 OF 6 SHEETS

IDOT USE ONLY

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

CALCULATIONS BY: S. KREBS — DRAFTING BY: B.TRAVER — CHECKED BY: S. KREBS — REVISION DATE: 1-16-18 — REVISION MADE BY: B.TRAVER — COMPASS JOB. NO. 17.0235





LEGEND

- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY

PLAN — SURVEYED / PLOTTED / ALIGNMENT CHECKED / RT. OF WAY CHECKED / CADD FILE NAME / NOTE BOOK / NO. / BY / DATE

PROFILE — SURVEYED / PLOTTED / GRADES CHECKED / B.M. NOTED / STRUCTURE NO.(S) / NOTATNS. CHKD / NOTE BOOK / NO. / BY / DATE

CIVILTECH
Two Pierce Place, Suite 1400
Itasca, Illinois 60143
Tel: 630.773.3900 Fax: 630.773.3975
www.civiltechinc.com

DESIGNED - JRR	REVISED -	
DRAWN - TFS	REVISED -	
CHECKED - RTM	REVISED -	
DATE -	REVISED -	

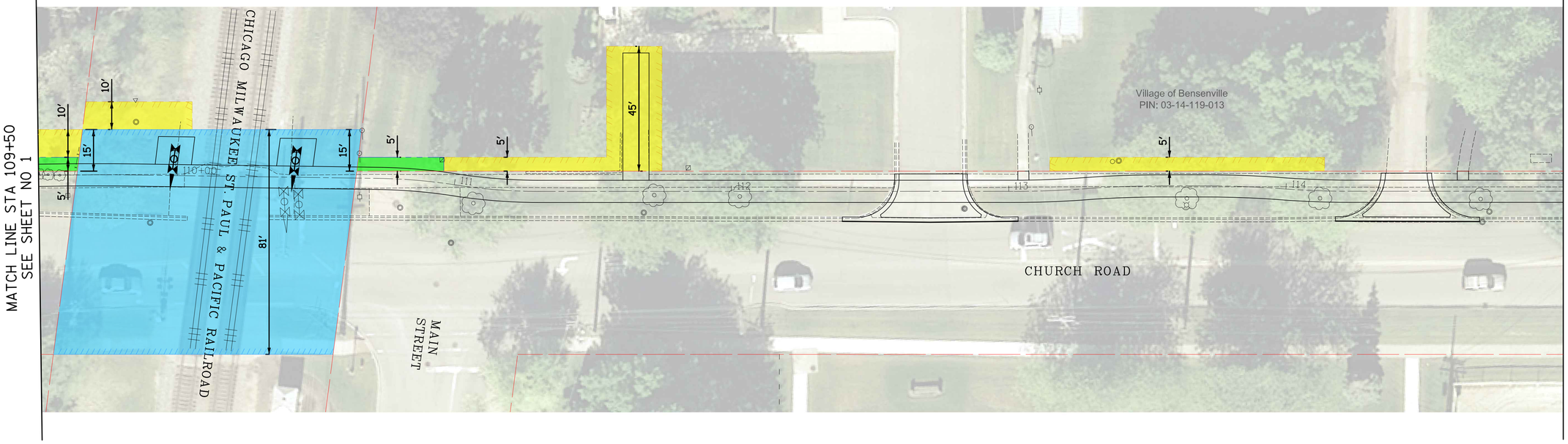
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

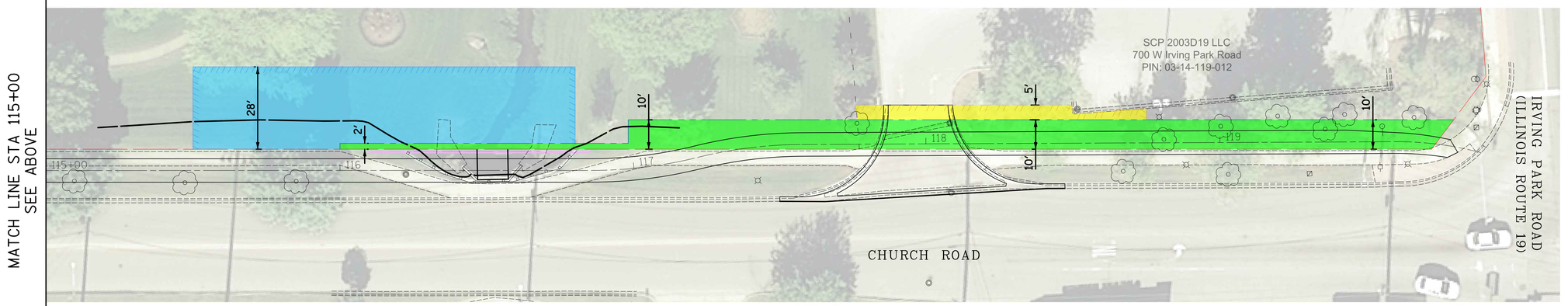
SCALES
VERT. 0 5 10
HORIZ. 0 20 40

CHURCH ROAD BIKE PATH
ROW EXHIBIT

SHEET NO. 1 OF 2 SHEETS | STA. 100+00 | TO STA. 109+50

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2667	16-00095-00-BT	DUPAGE	2	1
		CONTRACT NO. XXXXX		
FED. ROAD DIST. NO. 1	ILLINOIS	FED. AID PROJECT		





LEGEND

- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY

PLAN — SURVEYED / PLOTTED / ALIGNMENT CHECKED / RT. OF WAY CHECKED / ROAD TAKE NAME / NOTE BOOK / NO. / BY / DATE

PROFILE — SURVEYED / PLOTTED / GRADES CHECKED / B.M. NOTED / STRUCTURE NOTATNS. CHKD / NOTE BOOK / NO. / BY / DATE

CIVILTECH
Two Pierce Place, Suite 1400
Itasca, Illinois 60143
Tel: 630.773.3900 Fax: 630.773.3975
www.civiltechinc.com

DESIGNED - JRR	REVISED -	
DRAWN - TFS	REVISED -	
CHECKED - RTM	REVISED -	
DATE -	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SCALES
VERT. 0 5 10
HORIZ. 0 20 40

CHURCH ROAD BIKE PATH
ROW EXHIBIT

SHEET NO. 2 OF 2 SHEETS | STA. 109+50 | TO STA. 120+00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2667	16-00095-00-BT	DUPAGE	2	2
		CONTRACT NO. XXXXX		
FED. ROAD DIST. NO. 1	ILLINOIS	FED. AID PROJECT		

To: Joseph Caracci

From: Jonathan Abplanalp

Subject: Land Acquisition – Administrative Settlement

Date: July 31, 2018

Route: Church Road
Job No.: R-55-001-97
Parcel No.: 0001

Section: Grove Avenue to Irving Park Road
County: DuPage

This parcel was appraised by David W. White, reviewed by Keith T. Tadrowski, and approved by the Village of Bensenville on 4/23/2018, in the amount of $12,300.00.

The acquisition consists of:

Fee Simple (acres/sq. ft.)	0.017 / 741

The property owner rejected the offer of the Village of Bensenville and submitted a counter offer in the amount of $12,750.00, based upon costs to install a temporary fence for their dog during construction.

I recommend that we increase our offer to $12,750.00 and secure this parcel. The alternative would be to acquire by eminent domain. The additional attorney fees, appraisal and opinion witness costs would far exceed the additional $450.00 requested by the property owner(s).

Approved by:

_____

Joseph Caracci
Director of Public Works

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	August 21, 2018

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Design Engineering Services Agreement for the 2019 Village Watermain Improvements Project with James J. Benes & Associates, Inc. in the Not-to-Exceed Amount of $69,232.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*	X	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION: COW

DATE: August 21, 2018

BACKGROUND:
The Village solicited a. proposal to perform design-engineering services from one of the short listed firms James J. Benes (JJB) and Associated for the 2019 Watermain Improvements Project. The project limits are E Washington St. and E Memorial Rd. (Marion St. to Park St), Marion St. (Jefferson St to E Memorial Rd), Virginia St. and Roxane Ave. The watermain in the proposed project area is original which was installed in 1960s and seen several breaks over the past few years. The watermain is past its useful life. Furthermore, the Pavement Condition Index evaluation study performed in 2017 indicate the following scores for each segment. E Washington St (46), E Memorial Rd (46); Marion St (48); Virginia St (70) and Roxane Ave (72). All of these PCI ratings fall in the rehabilitation category of mill, patch and overlay.

KEY ISSUES:
In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. James J Benes & Associates (JJB) is one of the short listed firms to provide design-engineering services. JJB brings forth a very experienced project team that has successfully provided design engineering on all phases of Volk Bros projects, IL-19 Watermain and Culvert, both phases of the IL-19 Streetscape Project, 2017 Residential Streetlight and 2018 Watermain Improvement Project. The proposed assignment scope includes survey, geotechnical investigation, environmental testing, outside permitting, design, and bidding assistance.
JJB's original proposed work effort and fee total was in the amount of $66,328, which has been increased to $69,232 due to additional field survey work necessary for the storm sewer in the backyards. Even with the additional costs, these not-to-exceed fees equate to 5.3% of the estimated $1.31 million total costs for these projects. The 5.3% design engineering costs are below the typical 7-10% range.

ALTERNATIVES:
Discretion of the Committee

RECOMMENDATION:
Staff recommends award of a design engineering services contract with James J. Benes & Associates, Inc.

BUDGET IMPACT:
In FY2018, staff has budgeted $106,000 for the 2019 Village Watermain design in account 31080860-536513

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Design Engineering Services Agreement for the 2019 Village Watermain Improvements Project with James J. Benes & Associates, Inc. in the not-to-exceed amount of $69,232.00

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/13/2018	Resolution Letter
Location Map	8/13/2018	Backup Material
Revised Proposal	8/13/2018	Backup Material
Draft Proposal	8/13/2018	Backup Material

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF A DESIGN ENGINEERING SERVICES CONTRACT FOR THE 2019 VILLAGE WATERMAIN IMPROVMENTS PROJECT WITH JAMES J. BENES & ASSOCIATES, INC. IN THE NOT-TO-EXCEED AMOUNT OF $69,232.00

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS water distribution is one of the core services provided by the Village; and

WHEREAS it is necessary to maintain the underground infrastructure that assists with providing such services; and

WHEREAS based on the deteriorating conditions of the existing watermain the Village staff has identified E Washington St (Marion St to Park Ave); E Memorial Rd (Marion St to Park Ave), Marion St (Jefferson St to E Memorial Rd), Virginia St and Roxane Ave as candidates for the 2019 Village Watermain Improvement Project; and

WHEREAS the pavement condition index (PCI) ratings E Washington St (46), E Memorial Rd (46); Marion St (48); Virginia St (70) and Roxane Ave (72).; and

WHEREAS the Village has an approved short list of firms to provide design engineering services; and

WHEREAS James J. Benes (JJB) & Associates, Inc. of Lisle, IL is one of the short listed firms; and

WHEREAS JJB has an extensive amount of experience working on municipal projects including project for the Village; and

WHEREAS the Village requested a proposal from JJB; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a design engineering services agreement with James J. Benes and Associates Inc for the 2019 Village Watermain Improvements Project in the not to exceed amount of $69,232.00

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of August, 2018.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

GIS consortium MapOffice™

2019 Watermain Location Map

Map created on July 30, 2018.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

August 8, 2018

Mr. Joseph M. Caracci, P.E.
Director of Public Works
Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Re: Engineering Proposal
2019 Village Water Main Replacement Project

Dear Mr. Caracci,

James J. Benes and Associates, Inc. (JJB) appreciates the opportunity to submit our Fee Proposal for provide final design engineering services for the 2019 Village Water Main Replacement Project. Our understanding of the project and scope of work to be provided to the Village are presented in the attached Statement of Qualifications. Our not-to-exceed cost to perform the services is presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

UNDERSTANDING OF PROJECT

The Village of Bensenville proposes roadway resurfacing and existing water mains replacement along the following streets.

- Virginia Street – East of Marion Street
- E. Washington Street – Marion Street to Park Street
- E. Memorial Street – Marion Street to Park Street
- Marion Street – E. Jefferson Street to E. Memorial Street
- Roxanne Avenue – North of Memorial Street

The improvements consist of replacement of approximately 3,700 feet of existing 6" water main with new 8" water main. Following water main installation all streets will be resurfaced with spot repair of driveway aprons, sidewalks, and curb/gutters. In addition, the approximately 850 feet of 54" CMP storm sewer in the backyards of homes between Memorial Street and Washington Street will be lined. The typical scope of construction includes the following:

- Transferring existing water services from the old main to provide a new service tap on the newly installed water main. The existing water service will be replaced up to and including the buffalo boxes. Far side domestic services are intended to be bored where practical.
- The installation of new water main is expected to be installed using open cut trench method.
- Gate valves and vaults and fire hydrants will be installed on the new water main as required.
- Storm sewer lining will be performed.
- Spot repairs of driveway aprons, curb and gutters, and sidewalks impacted by the water main construction and as necessary due to condition will be performed.
- Pavement grinding and overlay will be performed.
- Landscape restoration will be performed.

Design of the water main and roadway resurfacing will be completed so the project may be let in February 2019. Funding for the design and construction will be soley funded by the Village of Bensenville through water/sewer enterprise and capital funds.

The Village desires professional engineering services to perform design of the work specified in the Request for Qualifications that includes field survey, preparation of plans and specifications, permitting, and bidding services.

SCOPE OF WORK

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2019 Village Water Main Replacement Project. All of the design engineering tasks will be performed in accordance with the Village of Bensenville roadway and water main standards, ISPE Standard Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

I. PRELIMINARY ENGINEERING PHASE:

A. Data Collection and Review:

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.

2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

B. Early Coordination:

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.

2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

C. Field Survey:

A field survey will be performed using total station along the above roadway sections for approximately 4,100 feet. The locations of all items of planimetry (i.e. drives, trees, fences, signs, utilities, etc.) will be determined to the existing right-of-way. The sizes and inverts of sewers will be established. No cross sections will be taken. English units and the NAVD88 vertical control will be used for all measurements.

It was assumed that 100 feet of field survey will be performed of the backyards of homes between Memorial Street and Washington Street for spot repairs to the storm sewer that runs through the backyards between Memorial Street and Washington Street. Should it be determined that additional field survey is need for storm sewer spot repairs, JJB will perform these services as additional services beyond the scope of this proposal.

D. Base Plan Sheets:

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features for use in preparation of the final plans.

E. Geotechnical Investigation:

Geotechnical investigation including soil borings will be performed to explore soil and water table conditions within the area of the proposed water main construction and thickness of the existing pavement. It has been assumed twelve (12) soil borings to depths of up to 10' below existing ground surface will be taken as part of the geotechnical investigation. Of the twelve (12) soil borings, three (3) are assumed to be taken along Washington Street, Memorial Street and Marion street, two (2) along Virginia Street, and one (1) along Roxanne Avenue will be drilled. Thickness of the existing pavement will be determined from the soil borings and no pavement cores will be taken. This work will be subcontracted to the geotechnical engineer consultant Testing Service Corporation or SEECO Consultants.

F. Environmental Investigation:

Environmental investigation including soil sampling and analysis will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility. This work will be subcontracted to the geotechnical engineering consultant Testing Service Corporation or SEECO Consultants. If areas are encounter that do not meet the CCDD requirements, additional testing may be required. This additional work will be considered additional services.

G. Storm Sewer Video:

Approximately 950 lineal feet of 36" to 54" storm sewer that runs through the backyards of homes between Memorial Street and Washington Street will be televised by the Village of Bensenville to assess the condition of the pipe for possible repair work and storm sewer lining. The Village of Bensenville will provide JJB copies of the televising and reports in assessing the sewer condition.

H. Pavement Evaluation:

A pavement design will be performed using data from the geotechnical investigate and in accordance with IDOT/Village's requirements to develop the thickness of the proposed pavement section.

I. Preliminary Design Studies:

1. Limits for curb and gutter, sidewalk and driveway removals and replacements will be established.
2. A preliminary design that that shows the planned horizontal alignment at critical locations will be developed for the proposed water main improvements.
3. Preliminary design of storm sewer lining and spot repairs to the storm sewer that runs through the backyards of homes between Memorial Street and Washington Street.
4. The construction staging to maintain traffic and access to residences will be developed.
5. An estimate of the cost for construction will be developed.

II. DESIGN ENGINEERING PHASE:

A. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. Roadway improvements, water main design, and other design elements will be finalized.

B. Plan Preparation:

Engineering plans will be prepared in CADD format using English units. The plans will include the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantity Plan Sheets
- Alignment and Benchmarks
- Existing Typical Section Sheets
- Proposed Typical Section Sheets
- Traffic Control Plan
- Resurfacing Plan
- Pavement Marking Plan
- Drainage and Utility Plan
- Storm Sewer Lining Plan
- Water Main Connection Details
- Water Main Details
- Construction Details
- IDOT District Details
- Standard Details

C. Special Provisions and Bidding Documents:

Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using Village standards and policies, ISPE Standard Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

D. Estimates of Cost and Time

1. Estimates of construction cost will be prepared based on the quantities shown on the pre-final and final plans.
2. An estimate of working days to complete the proposed construction will be prepared based on the quantities shown on the final plans.

E. Permitting:

1. Stormwater Permit - It appears no streets are located within a floodplain. If there were, no stormwater permit would be required for the roadway resurfacing work as long as no additional material is being placed or grades are raised along any streets within the floodplain. The project is classified as “Maintenance” per the current version of DuPage County’s Stormwater and Flood Plain Ordinance regarding roadway improvements. General Certification “Pertaining to the Construction of Utilities” would apply for water main work within special management areas. However, since no special management area is anticipated to be impacted and the project is classified as “Maintenance”, no stormwater permit is needed.
2. IDOT and DPC Highway Permit - No IDOT or DuPage County Highway permit is required since there will be no working within IDOT or Country right-of-way.
3. IEPA Water Main Permit - Water main construction permit application documents will be prepared and submitted with copies of the plans and specifications to the Illinois Environmental Protection Agency.

4. IEPA NOI - A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will be prepared and submitted to the Illinois Environmental Protection Agency.

F. Submittals and Reviews:

1. Preliminary plans will be submitted to the Village at the stage of 60% completion. A meeting will be held with the Village to discuss review comments on the preliminary plans.
2. Pre-final plans, special provisions and cost estimates will be submitted to the Village at the stage of 90% completion. A meeting will be held with the Village to discuss review comments on the pre-final plans.
3. Pre-final plans will be submitted to the utility companies for the purpose of identifying potential conflicts and alerting the utilities of any required relocations. Coordination will be provided with the utility companies, as required, to resolve identified conflicts and to schedule relocations.
4. Submit final plans and specification to necessary agencies for permit review and approval.
5. Final plans, special provisions, and estimates of cost and time will be submitted to the Village for bidding approval. Final design quantities for all construction items will be computed and tabulated. The final plans will be submitted to the applicable utility companies.

G. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies

H. Administrative:

1. We will attend progress meetings with the City staff. One meeting is assumed.
2. We will attend a pre-construction meeting with Village Staff and Contractors.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed that preparation of Plat of Highways and legals will not be required since it is anticipated that there will be no proposed right-of-way or easement takes. It was also assumed that the scope of the field survey for the storm sewer that runs through the backyards of homes between Memorial Street and Washington Street will be no greater than 100 feet. If additional field survey is need for storm sewer spot repairs and lining, JJB will perform these services as additional services beyond the scope of this proposal. Should the Village wish JJB to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

ALTERNATIVE SCOPE OF WORK

Should it be determined that the existing 54" CMP storm sewer in the backyards of homes between Memorial Street and Washington Street is unable to be lined via trenchless technologies, the 54" storm sewer will be re-routed to the north side of Memorial Street. Memorial Street and portion of Marion Street be reconstructed. The following alternative scope of work will be performed to re-route the 54" storm sewer and reconstruct the pavement of Memorial Street and Marion Street.

A. Field Survey:

Cross sections will be taken at 50 foot intervals and at all drives and intersecting streets using total station survey equipment for approximately 1,400 feet

B. Base Plan Sheets:

Cross section sheets will be prepared using the data collected in the field survey and will be prepared at 50 foot intervals, all drives and intersecting streets.

C. Preliminary Design Studies:

1. Preliminary geometric design of the horizontal alignment, vertical profile, and cross sections of the proposed roadway reconstruction will be established.
2. A preliminary storm sewer design that that shows the planned horizontal alignment and profile will be developed for the proposed re-routed storm sewer improvements. Per direction from the Village of Bensenville the re-routed sewer will be 54" RCP. No hydrologic and hydraulic analysis are to be performed per Village direction. Should it be determined that a hydrologic/hydraulic analysis is need, JJB will perform these services as additional services beyond the scope of this proposal.
3. An inlet capacity analysis will be performed using IDOT procedures to determine inlet spacing.
4. An estimate of the cost for construction will be developed.

D. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. The roadway horizontal alignment and vertical alignment, storm sewer design, and other design elements will be finalized.

E. Plan Preparation:

Additional engineering plans will be prepared in CADD format using English units. The following engineering plan sheets will require additional services:

- General Notes and Schedule of Quantities
- Summary of Quantity Plan Sheets
- Plan and Profile Sheets
- Drainage and Utility Plan
- Cross Sections

F. Special Provisions and Bidding Documents:

Technical specifications and special provisions, bidding documents and construction contract documents will require additional services to incorporate the additional roadway reconstruction and storm sewer improvements.

G. Permitting:

No additional permits are anticipated for the additional roadway reconstruction and storm sewer improvements. Should it be determined that additional permits are needed, JJB will perform these services as additional services beyond the scope of this proposal.

PROJECT SCHEDULE

The following is a general design schedule for 2019 Village Water Main Replacement Project.

- Authorization to Proceed — August 29, 2018
- Submit Preliminary Plans — November 2, 2018
- Submit Pre-Final Plans and Documents — November 30, 2018
- Submit Final Plans for Permit Review — December 21, 2018
- Submit Final Plans and Documents for Bidding — January 28, 2018
- Bid Opening — February 14, 2018

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the 2019 Village Water Main Replacement Project is $69,232.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

☐ **ALTERNATIVE: Re-route 54" storm sewer to the north side of Memorial Street and reconstruct Memorial Street and portion of Marion Street.**

Compensation for all additional alternative services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs additional services described in Sections "A" through "G" of the Alternative Scope of Work is $23,442. **The new total not-to-exceed cost for the Base Services plus Alternative Services is $92,674.** The not-to-exceed cost is based on the "Alternative Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

A. TERM OF THE AGREEM ENT This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.

B. CHANGES: This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.

C. DISPUTE RESOLUTION All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after

institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.

D. APPLICABLE LAWS In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.

E. STANDARD OF CARE: The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

F. INDEMNIFICATION To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.

G. FORCE MAJEURE Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

H. GOVERNING LAW This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully submitted:
JAMES J. BENES AND ASSOCIATES, INC.

By: Bradley D. Hargett
PE(WI) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

ESTIMATE OF MANHOURS AND COSTS
DESIGN ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2019 VILLAGE WATER MAIN REPLACEMENT PROJECT

CATEGORY OF SERVICE	*PRINC.*	*SR. ENG.*	*PROJ. ENG.*	*TECH*	*TOTAL HOURS*	*DIRECT PAYROLL*	*TOTAL PAYROLL COST*	*DIRECT COSTS*	*TOTAL COST*
I. PRELIMINARY ENGINEERING									
A. Data Collection & Review	0	0	6	2	8	$281	$787	$0	$787
B. Early Coordination	4	0	4	0	8	$396	$1,109	$0	$1,109
C. Field Survey	2	0	4	124	130	$3,535	$9,898	$0	$9,898
D. Base Plan Sheets	0	0	2	40	42	$1,128	$3,158	$0	$3,158
E. Geotechnical Investigation	0	0	2	0	2	$76	$213	$7,350	$7,563
F. Environmental Investigation (CCDD)	0	0	2	0	2	$76	$213	$1,200	$1,413
G. Storm Sewer Video	0	0	2	0	2	$76	$213	$0	$213
H. Pavement Evaluation	0	0	4	0	4	$152	$426	$0	$426
I. Preliminary Design Studies									
1. Limit of R&R Items Established	0	0	8	12	20	$620	$1,736	$0	$1,736
2. Preliminary Water Main Design	4	0	12	20	36	$1,226	$3,433	$0	$3,433
3. Storm Sewer Lining & Spot Repair Design	4	0	8	12	24	$864	$2,419	$0	$2,419
4. Construction Staging	0	0	4	0	4	$152	$426	$0	$426
5. Preliminary Cost Estimate	0	0	4	0	4	$152	$426	$0	$426
SUB TOTAL - PRELIMINARY ENGINEERING	**14**	**0**	**62**	**210**	**286**	**$8,734**	**$24,455**	**$8,550**	**$33,005**
II. DESIGN ENGINEERING									
A. Final Design	2	0	12	0	14	$578	$1,618	$0	$1,618
B. Plan Preparation	14	0	93	176	283	$9,017	$25,248	$0	$25,248
C. Special Provisions & Bidding Documents	2	0	30	0	32	$1,262	$3,534	$0	$3,534
D. Estimates of Cost & Time	0	0	6	0	6	$228	$638	$0	$638
E. Permitting	0	0	0	0	0	$0	$0	$0	$0
1. IEPA Water Main Construction Permit	0	0	4	2	6	$205	$574	$0	$574
2. IEPA - NOI Permit	0	0	2	0	2	$76	$213	$0	$213
F. Submittals									
1. Preliminary Plans	0	0	4	2	6	$205	$574	$0	$574
2. Pre-final Plans	0	0	4	2	6	$205	$574	$0	$574
3. Final Plans	0	0	4	2	6	$205	$574	$0	$574
4. Utilities	0	0	4	0	4	$152	$426	$0	$426
G. Bidding	0	0	8	4	12	$409	$1,145	$0	$1,145
H. Administrative	4	0	4	0	8	$396	$1,109	$0	$1,109
SUB TOTAL - DESIGN ENGINEERING	**22**	**0**	**175**	**188**	**385**	**$12,938**	**$36,227**	**$0**	**$36,227**
TOTAL ALL PHASES I & II ITEMS	**36**	**0**	**237**	**398**	**671**	**$21,672**	**$60,682**	**$8,550**	**$69,232**

ALTERNATIVE ESTIMATE OF MANHOURS AND COSTS
DESIGN ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2019 VILLAGE WATER MAIN REPLACEMENT PROJECT

CATEGORY OF SERVICE	*PRINC.*	*SR. ENG.*	*PROJ. ENG.*	*TECH*	*TOTAL HOURS*	*DIRECT PAYROLL*	*TOTAL PAYROLL COST*	*DIRECT COSTS*	*TOTAL COST*
ALTERNATIVE ADDITIONAL SERVICES									
A. Field Survey	0	0	2	32	34	$918	$2,570	$0	$2,570
B. Base Plan Sheets	0	0	2	12	14	$392	$1,098	$0	$1,098
C. Preliminary Design Studies									
1. Preliminary Geometric Design	2	0	18	12	32	$1,122	$3,142	$0	$3,142
2. Preliminary Storm Sewer Design	0	0	16	12	28	$924	$2,587	$0	$2,587
3. Inlet Spacing Calculations	0	0	4	4	8	$257	$720	$0	$720
4. Preliminary Cost Estimate	0	0	2	0	2	$76	$213	$0	$213
D. Final Design	2	0	12	0	14	$578	$1,618	$0	$1,618
E. Plan Preparation	4	0	45	76	125	$3,953	$11,068	$0	$11,068
F. Special Provisions & Bidding Documents	0	0	4	0	4	$152	$426	$0	$426
G. Permitting	0	0	0	0	0	$0	$0	$0	$0
TOTAL ALTERNATIVE ADDITONAL COST	**8**	**0**	**105**	**148**	**261**	**$8,372**	**$23,442**	**$0**	**$23,442**

JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

August 6, 2018

Mr. Joseph M. Caracci, P.E.
Director of Public Works
Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Re: Engineering Proposal
2019 Village Water Main Replacement Project

Dear Mr. Caracci,

James J. Benes and Associates, Inc. appreciates the opportunity to submit our Fee Proposal for provide final design engineering services for the 2019 Village Water Main Replacement Project. Our understanding of the project and scope of work to be provided to the Village are presented in the attached Statement of Qualifications. Our not-to-exceed cost to perform the services is presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

UNDERSTANDING OF PROJECT

The Village of Bensenville proposes roadway resurfacing and existing water mains replacement along the following streets.

- Virginia Street – East of Marion Street
- E. Washington Street – Marion Street to Park Street
- E. Memorial Street – Marion Street to Park Street
- Marion Street – E. Jefferson Street to E. Memorial Street
- Roxanne Avenue – North of Memorial Street

The improvements consist of replacement of approximately 3,700 feet of existing 6" water main with new 8" water main. Following water main installation all streets will be resurfaced with spot repair of driveway aprons, sidewalks, and curb/gutters. The typical scope of construction includes the following:

- Transferring existing water services from the old main to provide a new service tap on the newly installed water main. The existing water service will be replaced up to and including the buffalo boxes. Far side domestic services are intended to be bored where practical.
- The installation of new water main is expected to be installed using open cut trench method.
- Gate valves and vaults and fire hydrants will be installed on the new water main as required.
- Spot repairs of driveway aprons, curb and gutters, and sidewalks impacted by the water main construction and as necessary due to condition will be performed.
- Pavement grinding and overlay will be performed.
- Landscape restoration will be performed.

Design of the water main and roadway resurfacing will be completed so the project may be let in February 2019. Funding for the design and construction will be soley funded by the Village of Bensenville through water/sewer enterprise and capital funds.

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The Village desires professional engineering services to perform design of the work specified in the Request for Qualifications that includes field survey, preparation of plans and specifications, permitting, and bidding services.

SCOPE OF WORK

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2019 Village Water Main Replacement Project. All of the design engineering tasks will be performed in accordance with the Village of Bensenville roadway and water main standards, ISPE Standard Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

I. PRELIMINARY ENGINEERING PHASE:

A. Data Collection and Review:

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.

2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

B. Early Coordination:

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.

2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

C. Field Survey:

A field survey will be performed using total station along the above roadway sections for approximately 4,100 feet. The locations of all items of planimetry (i.e. drives, trees, fences, signs, utilities, etc.) will be determined to the existing right-of-way. The sizes and inverts of sewers will be established. No cross sections will be taken. English units and the NAVD88 vertical control will be used for all measurements.

Field survey does not include survey of the backyards of homes between Memorial Street and Washington Street for spot repairs to the storm sewer that runs through the backyards between Memorial Street and Washington Street. Should it be determined that field survey is need for storm sewer spot repairs, James J. Benes and Associates will perform these services as additional services beyond the scope of this proposal.

D. Base Plan Sheets:

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features for use in preparation of the final plans.

DRAFT

E. Geotechnical Investigation:

Geotechnical investigation including soil borings will be performed to explore soil and water table conditions within the area of the proposed water main construction and thickness of the existing pavement. It has been assumed twelve (12) soil borings to depths of up to 10' below existing ground surface will be taken as part of the geotechnical investigation. Of the twelve (12) soil borings, three (3) are assumed to be taken along Washington Street, Memorial Street and Marion street, two (2) along Virginia Street, and one (1) along Roxanne Avenue will be drilled. Thickness of the existing pavement will be determined from the soil borings and no pavement cores will be taken. This work will be subcontracted to the geotechnical engineer consultant Testing Service Corporation or SEECO Consultants.

F. Environmental Investigation:

Environmental investigation including soil sampling and analysis will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility. This work will be subcontracted to the geotechnical engineering consultant Testing Service Corporation or SEECO Consultants. If areas are encounter that do not meet the CCDD requirements, additional testing may be required. This additional work will be considered additional services.

G. Storm Sewer Video:

Approximately 950 lineal feet of 36" to 54" storm sewer that runs through the backyards of homes between Memorial Street and Washington Street will be televised to assess the condition of the pipe for possible repair work. It is assumed light cleaning of the storm sewer will be performed to televise the storm sewer. This work will be subcontracted to the televising consultant Chicagoland Trenchless Rehabilitation.

H. Pavement Evaluation:

A pavement design will be performed using data from the geotechnical investigate and in accordance with IDOT/Village's requirements to develop the thickness of the proposed pavement section.

I. Preliminary Design Studies:

1. Limits for curb and gutter, sidewalk and driveway removals and replacements will be established.
2. A preliminary design that that shows the planned horizontal alignment at critical locations will be developed for the proposed water main improvements.
3. Design of spot repairs to the storm sewer that runs through the backyards of homes between Memorial Street and Washington Street. Should it be determined that design is need for storm sewer spot repairs, James J. Benes and Associates will perform these services as additional services beyond the scope of this proposal.
4. The construction staging to maintain traffic and access to residences will be developed.
5. An estimate of the cost for construction will be developed.

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II. DESIGN ENGINEERING PHASE:

A. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. Roadway improvements, water main design, and other design elements will be finalized.

B. Plan Preparation:

Engineering plans will be prepared in CADD format using English units. The plans will include the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantity Plan Sheets
- Alignment and Benchmarks
- Existing Typical Section Sheets
- Proposed Typical Section Sheets
- Traffic Control Plan
- Resurfacing Plan
- Pavement Marking Plan
- Drainage and Utility Plan
- Water Main Connection Details
- Water Main Details
- Construction Details
- IDOT District Details
- Standard Details

C. Special Provisions and Bidding Documents:

Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using Village standards and policies, ISPE Standard Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

D. Estimates of Cost and Time

1. Estimates of construction cost will be prepared based on the quantities shown on the pre-final and final plans.
2. An estimate of working days to complete the proposed construction will be prepared based on the quantities shown on the final plans.

E. Permitting:

1. Stormwater Permit - It appears no streets are located within a floodplain. If there were, no stormwater permit would be required for the roadway resurfacing work as long as no additional material is being placed or grades are raised along any streets within the floodplain. The project is classified as “Maintenance” per the current version of DuPage County’s Stormwater and Flood Plain Ordinance regarding roadway improvements. General Certification “Pertaining to the Construction of Utilities” would apply for water main work within special management areas. However, since no special management area is anticipated to be impacted and the project is classified as “Maintenance”, no stormwater permit is needed.

DRAFT

2. IDOT and DPC Highway Permit - No IDOT or DuPage County Highway permit is required since there will be no working within IDOT or Country right-of-way.
3. IEPA Water Main Permit - Water main construction permit application documents will be prepared and submitted with copies of the plans and specifications to the Illinois Environmental Protection Agency.
4. IEPA NOI - A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will be prepared and submitted to the Illinois Environmental Protection Agency.

F. Submittals and Reviews:

1. Preliminary plans will be submitted to the Village at the stage of 60% completion. A meeting will be held with the Village to discuss review comments on the preliminary plans.
2. Pre-final plans, special provisions and cost estimates will be submitted to the Village at the stage of 90% completion. A meeting will be held with the Village to discuss review comments on the pre-final plans.
3. Pre-final plans will be submitted to the utility companies for the purpose of identifying potential conflicts and alerting the utilities of any required relocations. Coordination will be provided with the utility companies, as required, to resolve identified conflicts and to schedule relocations.
4. Submit final plans and specification to necessary agencies for permit review and approval.
5. Final plans, special provisions, and estimates of cost and time will be submitted to the Village for bidding approval. Final design quantities for all construction items will be computed and tabulated. The final plans will be submitted to the applicable utility companies.

G. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies

H. Administrative:

1. We will attend progress meetings with the City staff. One meeting is assumed.
2. We will attend a pre-construction meeting with Village Staff and Contractors.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed that preparation of Plat of Highways and legals will not be required since it is anticipated that there will be no proposed right-of-way or easement takes. It was also assumed that the scope of the field survey and design of storm sewer spot for the storm sewer that runs through the backyards of homes between Memorial Street and Washington Street will be defined after the storm sewer has been televised. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

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Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

PROJECT SCHEDULE

The following is a general design schedule for 2019 Village Water Main Replacement Project.

- Authorization to Proceed — August 29, 2018
- Submit Preliminary Plans — November 2, 2018
- Submit Pre-Final Plans and Documents — November 30, 2018
- Submit Final Plans for Permit Review — December 21, 2018
- Submit Final Plans and Documents for Bidding — January 28, 2018
- Bid Opening — February 14, 2018

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the 2019 Village Water Main Replacement Project is $66,328.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

A. TERM OF THE AGREEM ENT This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.

B. CHANGES: This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.

C. DISPUTE RESOLUTION All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.

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D. APPLICABLE LAWS In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.

E. STANDARD OF CARE: The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

F. INDEMNIFICATION To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.

G. FORCE MAJEURE Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

H. GOVERNING LAW This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully submitted:
JAMES J. BENES AND ASSOCIATES, INC.

By: Bradley D. Hargett
PE(WI) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

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DRAFT ESTIMATE OF MANHOURS AND COSTS
DESIGN ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2019 VILLAGE WATER MAIN REPLACEMENT PROJECT

CATEGORY OF SERVICE	*PRINC.*	*SR. ENG.*	*PROJ. ENG.*	*TECH*	*TOTAL HOURS*	*DIRECT PAYROLL*	*TOTAL PAYROLL COST*	*DIRECT COSTS*	*TOTAL COST*
I. PRELIMINARY ENGINEERING									
A. Data Collection & Review	0	0	6	2	8	$281	$787	$0	$787
B. Early Coordination	4	0	4	0	8	$396	$1,109	$0	$1,109
C. Field Survey	2	0	4	106	112	$3,062	$8,574	$0	$8,574
D. Base Plan Sheets	0	0	2	40	42	$1,128	$3,158	$0	$3,158
E. Geotechnical Investigation	0	0	2	0	2	$76	$213	$7,350	$7,563
F. Environmental Investigation (CCDD)	0	0	2	0	2	$76	$213	$1,200	$1,413
G. Storm Sewer Video	0	0	2	0	2	$76	$213	$4,275	$4,488
H. Pavement Evaluation	0	0	4	0	4	$152	$426	$0	$426
I. Preliminary Design Studies									
1. Limit of R&R Items Established	0	0	8	12	20	$620	$1,736	$0	$1,736
2. Preliminary Water Main Design	4	0	12	20	36	$1,226	$3,433	$0	$3,433
3. Storm Sewer Spot Repair Design	0	0	0	0	0	$0	$0	$0	$0
4. Construction Staging	0	0	4	0	4	$152	$426	$0	$426
5. Preliminary Cost Estimate	0	0	4	0	4	$152	$426	$0	$426
SUB TOTAL - PRELIMINARY ENGINEERING	**10**	**0**	**54**	**180**	**244**	**$7,397**	**$20,712**	**$12,825**	**$33,537**
II. DESIGN ENGINEERING									
A. Final Design	2	0	12	0	14	$578	$1,618	$0	$1,618
B. Plan Preparation									
1. Title Sheet	0	0	1	4	5	$143	$400	$0	$400
2. General Notes and Schedule of Quantities	0	0	4	8	12	$362	$1,014	$0	$1,014
3. Summary of Quantities	0	0	6	12	18	$544	$1,523	$0	$1,523
4. Aignment and Benchmarks	0	0	8	16	24	$725	$2,030	$0	$2,030
5. Typical Sections	0	0	4	12	16	$468	$1,310	$0	$1,310
6. Traffic Control Plan	0	0	6	10	16	$491	$1,375	$0	$1,375
7. Resurfacing Plan	2	0	16	20	38	$1,256	$3,517	$0	$3,517
8. Pavement Marking Plan	0	0	2	4	6	$181	$507	$0	$507
9. Drainage & Utility Sheets	8	0	24	48	80	$2,662	$7,454	$0	$7,454
10. Water Main Connection Details	0	0	4	8	12	$362	$1,014	$0	$1,014
11. Water Main Details	0	0	2	4	6	$181	$507	$0	$507
12. Construction Details	0	0	2	4	6	$181	$507	$0	$507
13. District One Details	0	0	0	2	2	$53	$148	$0	$148
14. Standard Details	0	0	2	4	6	$181	$507	$0	$507
C. Special Provisions & Bidding Documents	2	0	30	0	32	$1,262	$3,534	$0	$3,534
D. Estimates of Cost & Time	0	0	6	0	6	$228	$638	$0	$638
E. Permitting	0	0	0	0	0	$0	$0	$0	$0
1. IEPA Water Main Construction Permit	0	0	4	2	6	$205	$574	$0	$574
2. IEPA - NOI Permit	0	0	2	0	2	$76	$213	$0	$213
F. Submittals									
1. Preliminary Plans	0	0	4	2	6	$205	$574	$0	$574
2. Pre-final Plans	0	0	4	2	6	$205	$574	$0	$574
3. Final Plans	0	0	4	2	6	$205	$574	$0	$574
4. Utilities	0	0	4	0	4	$152	$426	$0	$426
G. Bidding	0	0	8	4	12	$409	$1,145	$0	$1,145
H. Administrative	4	0	4	0	8	$396	$1,109	$0	$1,109
SUB TOTAL - DESIGN ENGINEERING	**18**	**0**	**163**	**168**	**349**	**$11,711**	**$32,791**	**$0**	**$32,791**
TOTAL ALL PHASES I & II ITEMS	**28**	**0**	**217**	**348**	**593**	**$19,108**	**$53,503**	**$12,825**	**$66,328**

C.T.R. SYSTEMS, INC.

CHICAGOLAND TRENCHLESS REHABILITATION
7400 Waukegan Rd. / Suite #102
NILES, ILLINOIS 60025
p. (847) 588-1145
f. (847) 588-8946
c. (773) 575-5302

JAMES J. BENES & ASSOC., INC
950 Warrenville Road, Ste. 101
Lisle, IL 60532
Bradley Hargett
(630) 719-7578 (Direct)
(630) 719-7589
bhargett@jjbenes.com
www.jjbenes.com

08/01/2018

DESCRIPTION: Project…….. . Village of Bensenville for a RFP Storm Sewer Televising

We propose to furnish the necessary labor, supervision and equipment to clean with a combination jet vacuum truck and perform a closed circuit color TV inspection for existing storm sewers. Computerized log sheets and photos describing observation noted during the inspection will be furnished along with recorded video. Recorded video is on DVD Or Flash Drive format that is readable from a PC DVD drive.

Storm Sewer:
.36" to 54"…….. 950ft Easement Between Park St. and Marion St. ……@ $4.50/ft
****Light cleaning (INCLUDED) is up to two passes**

ALTERNATES:

Sewer Line Heavy Cleaning:
Any cleaning performed beyond our preliminary 2 passes and removal of all debris within the lines with a high pressured hydraulic jetting and vacuum machine, …… @ $400.00 / hr.

****** IF Needed Dumping and Hauling of Removed Debris:**
Dump debris into a low body dumpster that is staged on site and is then hauled Off to be disposed of in the proper manner.
……@ $90.00 / ton. ….w / $800.00 min.
**** If we dump on site with in 1 miles Radius (No Charge)

Purchaser Will Furnish:.

- Water from a 1½" to 2" outlet capacity outlet for our high velocity jetting equipment. Please note that there is a $400.00 per hour charge for any waiting time involved with gaining access to water
- Any special permits of fees.
- Access to all manholes and sewer lines.
- Any additional traffic control should it be necessary to provide more than standard traffic cones and truck mounted arrow boards.

Thank you for the opportunity and for allowing us to present this quote. If with your acceptance, please sign below and fax a copy back to me along with a purchase order this meets, if applicable. **Payment due upon completion of the work.**
If you have any questions, please feel free to contact Danny Di Paolo- Cell Phone No. (773) 575-5302

_____ _____
Date

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	August 21, 2018

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of an Engineering Services Agreement with Bollinger, Lach & Associates for the Church Rd TAP-TCM Project (Grove to IL-19) in the Not-to-Exceed Amount of $115,720.01

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*	X	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	August 21, 2018

BACKGROUND:

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of $541,620 (80% of estimated $677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. The Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional $223,125 (75% of estimated $297,500) for anticipated additional construction costs. The $223,125 also includes $75,000 for the Resident Engineering (estimated cost of $100,000). Although the Village has been recommended for the TCM funds, the funds aren't guaranteed because they were applied for in the FY 18-23 cycle. Other programmed projects have to be delayed or drop off in order for the Village to receive these funds.

KEY ISSUES:

Bollinger, Lach & Associates (BLA) is one of the short listed firms. BLA performed construction engineering services for the Church Rd LAFO-CMAQ and the Church Rd STP-TCM projects. The Village staff was very pleased with professional services provided by BLA during these projects as the project ran into multiple construction related issues. The Village staff feels very confident of hiring BLA for the upcoming project due to their excellent professional skills, knowledge, and familiarity of IDOT guidelines. The project team of BLA and Village staff has worked well together in the past. The staff recommends continuing with this team.

The proposed assignment scope includes on-site inspections, review of project layout, documentation of daily quantities per IDOT guidelines, preparing pay estimates, coordination between various project stakeholders, material testing (to be performed by a sub-consultant) which includes all sub-grade, concrete and asphalt pavement assessments.

BLA's original proposed work effort and fee total was in the amount of $125,433.97 After successful negotiations, BLA reduced its proposed work effort and fee totals to $115,720.01 resulting in savings of $9,713.96. Material testing will be provided by SEECO Consultants, cost of which is included in the total fee. This not-to-exceed fee equates to 9.5% of the Engineer's estimated cost $1,212,565 for the project. Construction engineering costs for federally funded projects typically fall in the 10-15% range.

Previously, this proposal was presented to the Committee of the Whole on June 19, 2018 in the amount of $114,852.57 and was approved. Due to federal funds partially paying for these services, the engineering agreement must be reviewed and approved by IDOT. Currently, IDOT is reviewing this agreement. IDOT has questioned the Village's selection of the firm because a project specific QBS process was not followed. Staff has provided IDOT with all the QBS selection process documents from the 2017 short-list process; however, IDOT determined that due to federal funding involved in Phase III engineering services, the Village must go through another QBS process to select a Phase III engineering firm. The staff went through this process and BLA was selected the most qualified firm. The proposal has since increased by $867.44 to $115,720.01 due to an increase in the material testing costs.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the Resolution authorizing the Engineering Service Agreement with Bollinger, Lach & Associates.

BUDGET IMPACT:

In CY-2018, we have budgeted $70,000 for the Phase III engineering services. If TCM funds ($75,000) are received for Phase III engineering services the Village's total Phase III engineering costs will be reduced further.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Engineering Services Agreement with Bollinger, Lach & Associates for the Church Rd TAP-TCM Project (Grove to IL-19) in the Not-to-Exceed Amount of $115,720.01.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/13/2018	Resolution Letter
Location Map	6/13/2018	Backup Material
Final Revised Proposal	8/13/2018	Backup Material
Revised Proposal	6/13/2018	Backup Material
Original Proposal	6/13/2018	Backup Material
QBS Evaluation	8/13/2018	Backup Material

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH BOLLINGER, LACH & ASSOCIATES, INC. FOR THE CHURCH ROAD TAP-TCM PROJECT (GROVE AVE TO IL-19) IN THE AMOUNT OF $115,720.01

WHEREAS the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of $541,620 (80% of estimated $677,024 project) to construct an off street bike/pedestrian path; and

WHEREAS the Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional $223,125 (75% of estimated $297,500) for anticipated additional construction costs; and

WHEREAS the recommended TCM funds include $75,000 for Phase III engineering services; and

WHEREAS the TCM funds have been recommended to the Village but are not guaranteed at the moment; and

WHEREAS the limits of improvements for the project are from Grove Ave to IL-19; and

WHEREAS the Village is responsible for securing construction management services prior to final plan submittal to IDOT; and

WHEREAS the Village has an approved short list of firms to provide construction management services; and

WHEREAS Bollinger, Lach & Associates (BLA), Inc is one of the short listed firms; and

WHEREAS the Village went through another project specific Qualification Based Selection (QBS) process due to the federal funding involved with this phase of engineering; and

WHEREAS BLA was determined the Most Qualified Firms (MQF) of the eleven (11) firms that submitted; and

WHEREAS after negotiations the total Phase III engineering cost proposal received is in the not-to-exceed amount of $115,720.01; and

WHEREAS the "Engineering Services Agreement," which defines the scope of work necessary to complete this project, is attached to this Resolution.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes to execute an Engineering Services Agreement with Bollinger, Lach & Associates, Inc. of Itasca, IL for the Church Rd TAP-TCM Project in the not-to-exceed amount of $115,720.01

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated August 21, 2018.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

Location Map

N

NOT TO SCALE

Local Public Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Village of Bensenville				BLA, Inc.
County: DuPage				Address: 333 Pierce Rd., Suite 200
Section: 16-00095-00-BT				City: Itasca
Project No.: IT8C(467)		**Construction Engineering Services Agreement For Federal Participation**		State: IL
Job No.: C-91-174-18				Zip Code: 60143
Contact Name/Phone/E-mail Address: Mehul Patel 630/594-1148,mpatel@bensenville.il.u				Contact Name/Phone/E-mail Address: Craig Lukowicz 630-438-6400, clukowicz@bla-inc.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Chuch Rd. Pedestrian Path Route FAU 2667 Length .377mile Structure No. 022-F069

Termini From Grove Ave. to IL 19 (Irving Park Rd.)

Description: Phase III Engineering services for the construction of a new pedestrian path and RR crossing. Project includes a box culvert extension, soldier pile retaining wall, new sidewalk, and ADA improvements.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☒ c. For soils, to obtain samples and perform testing as noted below.

   ☒ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

      (4) the penalties that may be imposed upon an employee for drug violations.

   (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

   (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

   (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

   (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
BLA, Inc.	36-4263432	$115,720.01

Sub-Consultants:	TIN Number	Agreement Amount
SEECO Consultants Inc.	36-3458492	$7,966.52
	Sub-Consultant Total:	$7,966.52
	Prime Consultant Total:	$107,753.49
	Total for all Work:	$115,720.01

Executed by the LPA:

Village of Bensenville
(Municipality/Township/County)

ATTEST:

By: _____

Nancy Quinn Clerk

(SEAL)

By: _____

Title: Evan Summers, Village Manager

Executed by the ENGINEER:

BLA, Inc.

ATTEST:

By: _____

Title: Director of Construction Engineering

By: _____

Title: President/CEO

Exhibit A - Construction Engineering

Route: FAU 2667 (Church Rd.)
Local Village of Bensenville
(Municipality/Township/County)
Section: 16-00095-00-BT
Project: IT8C(467)
Job No.: C-91-174-18

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 112.70 %
Complexity Factor (R) 0.00
Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Phase III Engnrg	Dir. of Constr	32.00	$70.00	$2,240.00	$2,524.48	$0.00	$0.00	$690.84	$5,455.32
	Resident	812.00	$41.44	$33,649.28	$37,922.73	$7,966.52	$6,955.00	$11,386.41	$97,879.94
	Construct. Engr	136.00	$32.14	$4,371.04	$4,926.16	$0.00	$0.00	$1,348.09	$10,645.29
	Publ Info Coord	24.00	$29.76	$714.24	$804.94	$0.00	$0.00	$220.28	$1,739.46
Totals		1,004.0		$40,974.56	$46,178.31	$7,966.52	$6,955.00	$13,645.62	$115,720.01

Illinois Department of Transportation

Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name	BLA, Inc.
Address	333 Pierce Rd., Suite 200
Telephone	630/348-6400
TIN Number	

Project Information

Local Agency	Village of Bensenville
Section Number	16-00095-00-BT
Project Number	IT8C(467)
Job Number	C-91-174-18

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
SEECO Consultants, Inc.	36-3458492	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

05/16/2018
Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Bensenville
Section Number 16-00095-00-BT
Project Number IT8C(467)
Job Number C-91-174-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the *BLRS Manual*? ☐ Yes ☐ No
If no, IDOT's approval date: _____

3. Was the scope of services for this project clearly defined? ☐ Yes ☐ No

4. Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: _____
Method(s) used for advertisement and dates of advertisement: _____

5. Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No

Criteria for this project	Weighting	Criteria for this project	Weighting
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %

8. Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No
Selection committee (titles) for this project: _____
Top three consultants selected for this project in order: 1) _____
2) _____ 3) _____
If less than 3 responses were received, IDOT's approval date: _____

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No

11. Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: BLA, Inc.
PTB NUMBER: N/A
TODAY'S DATE: 5/16/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.000	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day		107	$65.00	$6,955.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					**$6,955.00**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND
W.O. = Work Order
J.S. = Job Specific

2018 Church Rd. Bike/Pedestrian Path, RR crossing

Village of Bensenville

Request for Proposal

BLA, Inc.

Projected Monthly Manpower Schedule

Month Number		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
		2018								2019						Total Hours
BLA, Inc.	Month of	11/01/18	12/01/18	01/01/19	02/01/19	03/01/19	04/01/19	05/01/19	06/01/19	07/01/19	08/01/19	09/01/19	10/01/19	11/01/19	12/01/19	
Principal																0
Director of Const Eng (PM)			4	4	4	4		4	4	4	4					32
Resident Engr II (RE)			40	40	87	87	87	128	128	128	87					812
Construction Engineer								44	48	44						136
Public Info Coordinator						16		8								24
																0
																0
																0
Totals		0	44	44	91	107	87	184	180	176	91	0	0	0	0	1004
Cummulative Manhours		0	44	88	179	286	373	557	737	913	1004	1004	1004	1004	1004	
Multiplier		**0.0000**														
Vehicle Days					11	11	11	21	21	21	11					107
																Vehicle Days

DIRECT COSTS

Vehicle Costs	Days	$65.00 /Day	Total 107	Days	$6,955.00
Phone/ Radio		/Mo	0	Mo	$ -
Printing	$ 1.00 each				$ -
Web Site Establishment					$ -
					$6,955.00

Normal Work Week: Days/Month	22
8 hrs/day	174
9 hrs/day	194
9 hrs/day + Sat.	204
10 hrs /day	220
10 hrs/day + 2 Sat.	236

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME SEECO
PRIME/SUPPLEMENT

DATE 08/09/18
PTB NO.

CONTRACT TERM _____ MONTHS
START DATE
RAISE DATE

OVERHEAD RATE 180.00%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

1/0/1900 - 1/1/2009				
1327				
0				
= #DIV/0!				
= #DIV/0!				

The total escalation for this project would be: #DIV/0!

PAYROLL RATES

FIRM NAME SEECO **DATE** 08/09/18
PRIME/SUPPLEMENT
PSB NO.

ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
		$0.00
Project Manager	$40.00	$41.20
Materials Tester	$38.29	$39.44
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Subconsultants

FIRM NAME SEECO **DATE** 08/09/18
PRIME/SUPPLEMENT
PSB NO.

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM SEECO Consultants
PSB
PRIME/SUPPLEMENT

DATE 08/09/18

OVERHEAD RATE 1.8
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Construction	58	2,231.08	4,015.94	894.00	825.50				7,966.52	100.00%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	58	2,231.08	4,015.94	894.00	825.50	0.00	0.00	0.00	**7,966.52**	100.00%

In-House Direct Costs
Vehicle days-12 days @ $32.50/day
Concrete Cylinder Test-28 cyls @ $18.00/ea

DBE 0.00%

DBE

PREPARED BY THE AGREEMENTS UNIT

Printed 8/9/2018 11:43 AM

REV 12/04

AVERAGE HOURLY PROJECT RATES

IRM **SEECO** SEECO

SB

RIME/SUPPLEMENT

DATE 08/09/18

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Constru Construction Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		0																	
	70.00	0																	
oject Manager	40.00	6	10.34%	4.14				6	10.34%	4.14									
aterials Tester	38.29	52	89.66%	34.33				52	89.66%	34.33									
		0																	
		0																	
		0																	
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TOTALS		58	100%	$38.47	0	0.00%	$0.00	58	100%	$38.47	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

PREPARED BY THE AGREEMENTS UNIT

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: SEECO Consultants Inc.

PTB NUMBER: Bensenville Bike Path

TODAY'S DATE: 8/9/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.000	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day		12	$32.50	$390.00
Vehicle Rental	Actual cost (Up to $55/day)		0	$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)		28	$18.00	$504.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
		X	0	$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					**$894.00**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

Local Public Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Village of Bensenville				BLA, Inc.
County: DuPage				Address: 333 Pierce Rd., Suite 200
Section: 16-00095-00-BT		**Construction Engineering Services Agreement For Federal Participation**		City: Itasca
Project No.: IT8C(467)				State: IL
Job No.: C-91-174-18				Zip Code: 60143
Contact Name/Phone/E-mail Address: Mehul Patel 630/594-1148,mpatel@bensenville.il.u				Contact Name/Phone/E-mail Address: Craig Lukowicz 630-438-6400, clukowicz@bla-inc.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Chuch Rd. Pedestrian Path Route FAU 2667 Length .377mile Structure No. 022-F069

Termini From Grove Ave. to IL 19 (Irving Park Rd.)

Description: Phase III Engineering services for the construction of a new pedestrian path and RR crossing. Project includes a box culvert extension, soldier pile retaining wall, new sidewalk, and ADA improvements.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☒ c. For soils, to obtain samples and perform testing as noted below.

   ☒ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work,** and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

      (4) the penalties that may be imposed upon an employee for drug violations.

   (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

   (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

   (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

   (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
BLA, Inc.	36-4263432	$114,852.57

Sub-Consultants:	TIN Number	Agreement Amount
SEECO Consultants Inc.	36-3458492	$7,200.00
	Sub-Consultant Total:	$7,200.00
	Prime Consultant Total:	$107,652.57
	Total for all Work:	$114,852.57

Executed by the LPA:

Village of Bensenville
(Municipality/Township/County)

ATTEST:

By: _____

Nancy Quinn Clerk

(SEAL)

By: _____

Title: Evan Summers, Village Manager

Executed by the ENGINEER:

BLA, Inc.

ATTEST:

By: _____

Title: Director of Construction Engineering

By: _____

Title: President/CEO

Exhibit A - Construction Engineering

Route: FAU 2667 (Church Rd.)
Local: Village of Bensenville
(Municipality/Township/County)
Section: 16-00095-00-BT
Project: IT8C(467)
Job No.: C-91-174-18

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 112.70 %
Complexity Factor (R) 0.00
Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Phase III Engnrg	Dir. of Constr	32.00	$70.00	$2,240.00	$2,524.48	$0.00	$0.00	$690.84	$5,455.32
	Resident	811.00	$41.44	$33,607.84	$37,876.03	$7,200.00	$6,955.00	$11,373.63	$97,012.50
	Construct. Engr	136.00	$32.14	$4,371.04	$4,926.16	$0.00	$0.00	$1,348.09	$10,645.29
	Publ Info Coord	24.00	$29.76	$714.24	$804.94	$0.00	$0.00	$220.28	$1,739.46
Totals		1,003.0		$40,933.12	$46,131.61	$7,200.00	$6,955.00	$13,632.84	$114,852.57

Illinois Department of Transportation

Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name	BLA, Inc.
Address	333 Pierce Rd., Suite 200
Telephone	630/348-6400
TIN Number	

Project Information

Local Agency	Village of Bensenville
Section Number	16-00095-00-BT
Project Number	IT8C(467)
Job Number	C-91-174-18

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
SEECO Consultants, Inc.	36-3458492	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

05/16/2018
Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Bensenville
Section Number 16-00095-00-BT
Project Number IT8C(467)
Job Number C-91-174-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the *BLRS Manual*? ☐ Yes ☐ No
If no, IDOT's approval date: _____

3. Was the scope of services for this project clearly defined? ☐ Yes ☐ No

4. Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: _____
Method(s) used for advertisement and dates of advertisement: _____

5. Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No

Criteria for this project	Weighting	Criteria for this project	Weighting
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %

8. Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No
Selection committee (titles) for this project: _____
Top three consultants selected for this project in order: 1) _____
2) _____ 3) _____
If less than 3 responses were received, IDOT's approval date: _____

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No

11. Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: BLA, Inc.

PTB NUMBER: N/A

TODAY'S DATE: 5/16/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.000	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day		107	$65.00	$6,955.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					$6,955.00

If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

2018 Church Rd. Bike/Pedestrian Path, RR crossing

Village of Bensenville

Request for Proposal

BLA, Inc.

Projected Monthly Manpower Schedule

Month Number		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
		2018				2019										Total Hours
BLA, Inc.	Month of	09/01/18	10/01/18	11/01/18	12/01/18	01/01/19	02/01/19	03/01/19	04/01/19	05/01/19	06/01/19	07/01/19	08/01/19	09/01/19	10/01/19	
Principal																0
Director of Const Eng (PM)			4	8	4			4	4	4	4					32
Resident Engr II (RE)			87	87	87	40	40	87	128	128	87	40				811
Construction Engineer				44					48	44						136
Public Info Coordinator			16						8							24
																0
																0
																0
Totals		0	107	139	91	40	40	91	188	176	91	40	0	0	0	1003
Cummulative Manhours		0	107	246	337	377	417	508	696	872	963	1003	1003	1003	1003	
Multiplier		**0.0000**														
Vehicle Days			11	16	11			11	21	21	11	5				107
																Vehicle Days

DIRECT COSTS

Vehicle Costs	Days	$65.00 /Day	Total 107	Days	$6,955.00
Phone/ Radio		/Mo	0	Mo	$ -
Printing	$ 1.00 each				$ -
Web Site Establishment					$ -
					$6,955.00

Normal Work Week: Days/Month	22
8 hrs/day	174
9 hrs/day	194
9 hrs/day + Sat.	204
10 hrs /day	220
10 hrs/day + 2 Sat.	236

Local Public Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Village of Bensenville				BLA, Inc.
County: DuPage				Address: 333 Pierce Rd., Suite 200
Section: 16-00095-00-BT				City: Itasca
Project No.: IT8C(467)		**Construction Engineering Services Agreement For Federal Participation**		State: IL
Job No.: C-91-174-18				Zip Code: 60143
Contact Name/Phone/E-mail Address: Mehul Patel 630/594-1148,mpatel@bensenville.il.u				Contact Name/Phone/E-mail Address: Craig Lukowicz 630-438-6400, clukowicz@bla-inc.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Chuch Rd. Pedestrian Path Route FAU 2667 Length .377mile Structure No. 022-F069

Termini From Grove Ave. to IL 19 (Irving Park Rd.)

Description: Phase III Engineering services for the construction of a new pedestrian path and RR crossing. Project includes a box culvert extension, soldier pile retaining wall, new sidewalk, and ADA improvements.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☒ c. For soils, to obtain samples and perform testing as noted below.

   ☒ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

      (4) the penalties that may be imposed upon an employee for drug violations.

   (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

   (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

   (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

   (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
BLA, Inc.	36-4263432	$125,433.97

Sub-Consultants:	TIN Number	Agreement Amount
SEECO Consultants Inc.	36-3458492	$9,232.00
	Sub-Consultant Total:	$9,232.00
	Prime Consultant Total:	$116,201.97
	Total for all Work:	$125,433.97

Executed by the LPA:

Village of Bensenville
(Municipality/Township/County)

ATTEST:

By: _____

_____ Clerk

(SEAL)

By: _____

Title: _____

Executed by the ENGINEER:

BLA, Inc.

ATTEST:

By: _____

Title: Director of Construction Engineering

By: _____

Title: President/CEO

Exhibit A - Construction Engineering

Route: FAU 2667 (Church Rd.)
Local: Village of Bensenville
(Municipality/Township/County)
Section: 16-00095-00-BT
Project: IT8C(467)
Job No.: C-91-174-18

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 112.70 %
Complexity Factor (R) 0.00
Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Phase III Engnrg	Dir. of Constr	48.00	$70.00	$3,360.00	$3,786.72	$0.00	$0.00	$1,036.27	$8,182.99
	Resident	729.00	$41.44	$30,209.76	$34,046.39	$9,232.00	$8,190.00	$10,504.69	$92,182.84
	Construct. Engr	261.00	$32.14	$8,388.54	$9,453.88	$0.00	$0.00	$2,587.15	$20,429.57
	Publ Info Coord	64.00	$29.76	$1,904.64	$2,146.52	$0.00	$0.00	$587.41	$4,638.57
Totals		1,102.0		$43,862.94	$49,433.51	$9,232.00	$8,190.00	$14,715.52	$125,433.97

Illinois Department of Transportation

Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name	BLA, Inc.
Address	333 Pierce Rd., Suite 200
Telephone	630/348-6400
TIN Number	

Project Information

Local Agency	Village of Bensenville
Section Number	16-00095-00-BT
Project Number	IT8C(467)
Job Number	C-91-174-18

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
SEECO Consultants, Inc.	36-3458492	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

05/16/2018
Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Bensenville
Section Number 16-00095-00-BT
Project Number IT8C(467)
Job Number C-91-174-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the *BLRS Manual*? ☐ Yes ☐ No
If no, IDOT's approval date: _____

3. Was the scope of services for this project clearly defined? ☐ Yes ☐ No

4. Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: _____
Method(s) used for advertisement and dates of advertisement: _____

5. Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No

Criteria for this project	Weighting	Criteria for this project	Weighting
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %

8. Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No
Selection committee (titles) for this project: _____
Top three consultants selected for this project in order: 1) _____
2) _____ 3) _____
If less than 3 responses were received, IDOT's approval date: _____

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No

11. Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: BLA, Inc.
PTB NUMBER: N/A
TODAY'S DATE: 5/16/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.000	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day		126	$65.00	$8,190.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					**$8,190.00**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND
W.O. = Work Order
J.S. = Job Specific

2018 Church Rd. Bike/Pedestrian Path, RR crossing

Village of Bensenville

Request for Proposal

BLA, Inc.

Projected Monthly Manpower Schedule

Month Number		1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total Hours
		2018				2019										
BLA, Inc.	Month of	09/01/18	10/01/18	11/01/18	12/01/18	01/01/19	02/01/19	03/01/19	04/01/19	05/01/19	06/01/19	07/01/19	08/01/19	09/01/19	10/01/19	
Principal																0
Director of Const Eng (PM)			8	8	4			8	8	8	4					48
Resident Engr II (RE)			87	87	87	40	40	87	87	87	87	40				729
Construction Engineer				87					87	87						261
Public Info Coordinator			24	16				16		8						64
																0
																0
																0
Totals		0	119	198	91	40	40	111	182	190	91	40	0	0	0	1102
Cummulative Manhours		0	119	317	408	448	488	599	781	971	1062	1102	1102	1102	1102	
Multiplier		0.0000														
Vehicle Days		11	11	22	11			11	22	22	11	5				126
																Vehicle Days

DIRECT COSTS

	Days	Total	Days		
Vehicle Costs	$65.00 /Day	126	Days		$8,190.00
Phone/ Radio	/Mo	0	Mo	$	-
Printing	$ 1.00 each			$	-
Web Site Establishment				$	-
					$8,190.00

Normal Work Week: Days/Month	22
8 hrs/day	174
9 hrs/day	194
9 hrs/day + Sat.	204
10 hrs /day	220
10 hrs/day + 2 Sat.	236

Firm Name	Reviewer#1	Reviewer#2	Weighted Total
Bravo Company Enginneering	765	760	762.5
Cotter Consulting	720	710	715
BOLLINGER, LACH & ASSOCIATES (BLA)	820	870	845
EEI	740	800	770
ESI	725	760	742.5
JJB	675	750	712.5
Hancock	690	670	680
V3	755	660	707.5
Robinson	720	730	725
4HD	0	0	0
GCE	630	530	580

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	August 21, 2018

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with Globe Construction Inc. of Addison, IL for the 2018 MFT Sidewalk Removal & Replacement Program in the not-to-exceed amount of $40,000.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*	X	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION: COW

DATE: August 21, 2018

BACKGROUND:
The 2018 MFT Sidewalk R&R Program will be the seventh year of a multi-year project to remove and replace sidewalk squares that have been found to be deficient due to extreme deterioration or a severe trip hazard, defined as deflection of 1.25" or greater. Sidewalk squares in the targeted area that are a trip hazard but do not fall into the severe category are being addressed by sidewalk cutting program. The focus of this year's program is Area 5 and Area 3 of the Village. Most of the locations were chosen based on field assessment while some are based on resident complaints. This will be the third year the Village is funding this program out of the MFT funds.

KEY ISSUES:
The 2018 MFT Sidewalk R&R was advertised on July 26 with a bid opening on Aug 9, 2018. The project was also advertised on the IDOT Local Roads bulletin on July 26 and Aug 2. The Village staff has identified more locations for sidewalk replacement which will be included in the project. Below are the results of the recent bid opening.

COMPANY	BID RESULTS
Globe Construction Inc	$39,664.50
Strada Construction	$39,810.75
Schroeder and Schroeder	$46,718.75
Alliance Contractors	$66,802.25
A-Lamp Concrete	$110,375.00

ALTERNATIVES:
Discretion of the Committee

RECOMMENDATION:
Staff recommends approval of the 2018 MFT Sidewalk R&R Program contract with Globe Construction Inc. as the lowest responsible bidder.

BUDGET IMPACT:
Funds have been allocated in FY18 ($50,000.00) for sidewalk removal and replacement.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with Globe Construction Inc. of Addison, IL for the

2018 MFT Sidewalk Removal & Replacement Program in the not-to-exceed amount of $40,000.00

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/13/2018	Resolution Letter
Location Map	8/13/2018	Backup Material
Bid Tab	8/13/2018	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH GLOBE CONSTRUCTION INC. OF ADDISON, IL FOR THE 2018 MFT SIDEWALK R&R PROGRAM IN THE NOT-TO-EXCEED AMOUNT $40,000.00

WHEREAS the Village of Bensenville performs annual sidewalk removal removal and replacement program, in an effort to extend the life of its infrastructure, maximize taxpayer dollars, as well as maintain safe roadways for all those who pass through our Village, and

WHEREAS Globe Construction Inc submitted the lowest responsible and responsive bid in the amount of $39,664.50 on August 9, 2018; and

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a contract with Globe Construction Inc for the 2018 MFT Sidewalk R&R Program in the not-to-exceed amount of $40,000.00

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of August, 2018.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

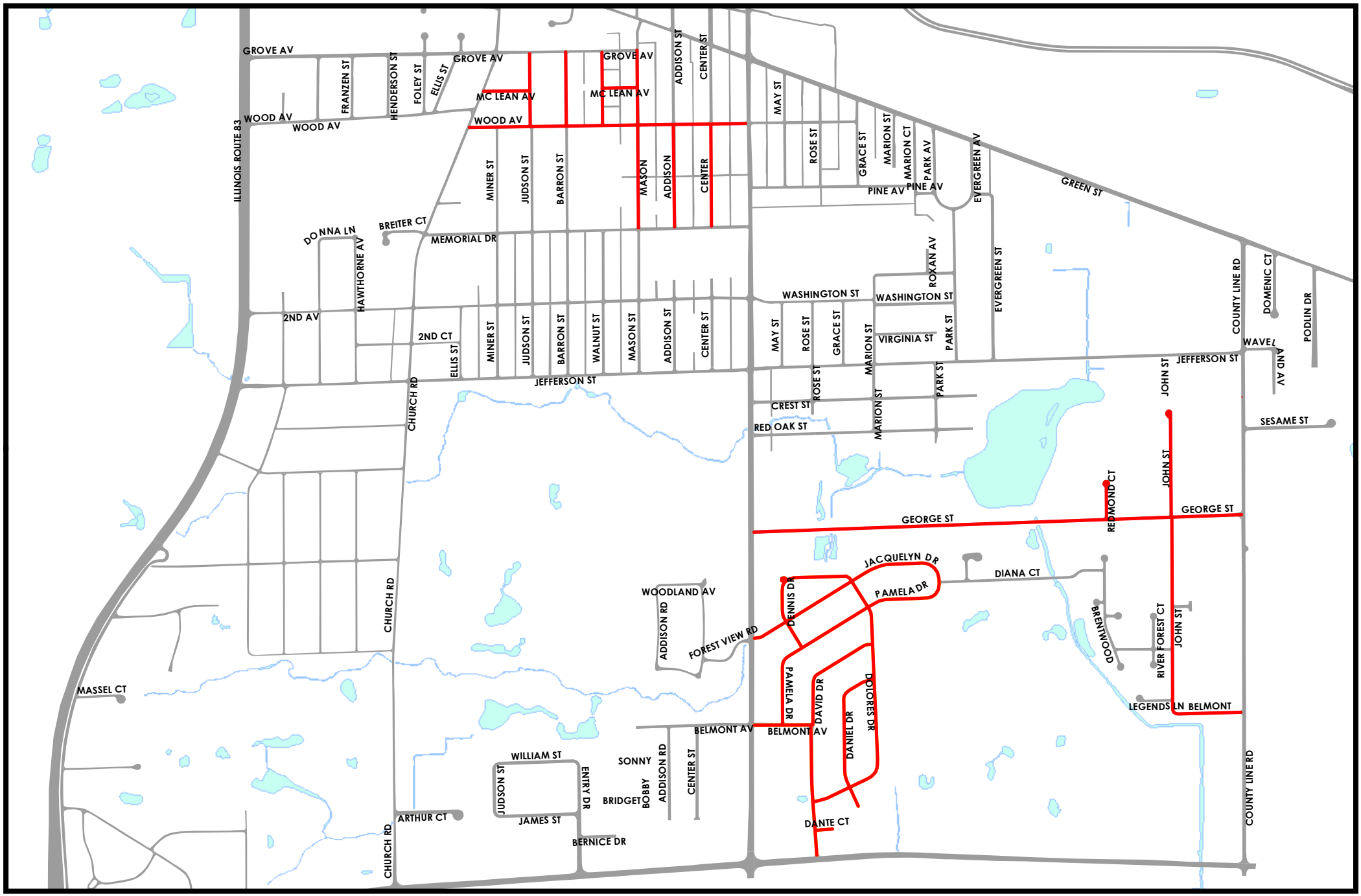
AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

2018 Capital Projects- Sidewalk R&R



Date: 7/3/2018

Illinois Department of Transportation

Tabulation of Bids

Local Public Agency: Bensenville
County: Cook and DuPage
Section: 18-00000-01-GM
Estimate: 32,858.75

Date: 9-Aug-18
Time: 11:00 AM
Appropriation: $ 50,000.00

Attended By:

Name of Bidder:	Strada Construction	Globe Construction	A Lamp Concrete Cont.	Schroeder & Schroeder, Inc	Alliance Contractors Inc.	
Address of Bidder:	1742 W. Armitage Ct.	1781 Armitage Ct.	1900 Wright Blvd	7306 Central Park	1166 Lake Ave.	
	Addison IL, 60056	Addison, IL 60056	Schaumburg, IL 60193	Skokie, IL 60076	Woodstock, IL 60098	
	39,810.75	39,664.50	110,375.00	46,718.75	66,802.25	
Proposal Guarantee:	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	
Terms:						

Item No.	Item	Delivery	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Strada Unit Price	Strada Total	Globe Unit Price	Globe Total	A Lamp Unit Price	A Lamp Total	Schroeder Unit Price	Schroeder Total	Alliance Unit Price	Alliance Total	Unit Price	Total
1	P.C.C. SIDEWALK, 5-INCH		SF	5,275	4.2500	$ 22,418.75	5.49000	$ 28,959.75	4.7800	$ 25,214.50	14.0000	$ 73,850.00	7.2500	$ 38,243.75	11.0500	$ 58,288.75		$ -
2	SIDEWALK REMOVAL		SF	5,275	1.6000	$ 8,440.00	2.00000	$ 10,550.00	2.0000	$ 10,550.00	3.0000	$ 15,825.00	1.0000	$ 5,275.00	1.5000	$ 7,912.50		$ -
3	RESTORATION		LS	1	2,000.0000	$ 2,000.00	1.00000	$ 1.00	3,600.0000	$ 3,600.00	20,000.0000	$ 20,000.00	2,250.0000	$ 2,250.00	1.0000	$ 1.00		$ -
4	DETECTABLE WARNINGS		SF	20		$ -	15.0000	$ 300.00	15.0000	$ 300.00	35.0000	$ 700.00	47.5000	$ 950.00	30.0000	$ 600.00		$ -
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Total Bid:	As Read:							39,810.75		39,664.50		110,375.00		46,718.75		66,802.25		
	As Calculated:							39,810.75		39,664.50		110,375.00		46,718.75		66,802.25		-

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	August 21, 2018

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a License Agreement with MCI metro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services to install Telecommunications within the Village of Bensenville Right-of-Way

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*		*Enrich the lives of Residents*
	Quality Customer Oriented Services		*Major Business/Corporate Center*
	Safe and Beautiful Village		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	August 21, 2018

BACKGROUND:
Last week we approved a Small Cell Ordinance that lays out the requirements for wireless providers for the installation of small cell antennae. Each small cell facility includes three components - small cell antennae, fiber network backhaul, and power feed. All three components require permits.
The fiber backhaul will typically require a separate permit for work in the ROW. For new installations, there is also a need to enter into a license agreement (LA) or franchise agreement (FA) for the proposed work as a mechanism for the Village to set parameters on the use of the ROW.
Based on the type of applicant we may or may not be able to apply fees to the LA or FA per our Telecommunication Code.

KEY ISSUES:
MCImetro / Verizon is planning to install small cell facilities within Bensenville. As part of their fist buildout, a fiber network backhaul is necessary. Verizon is a licensed wireless provider with the State of Illinois and pays the Village telecommunication taxes. As such, we are limited to fees to apply to a license agreement. However, we are able to assess security deposits that Verizon has agreed to. Section 5 of the LA identifies these securities (in the form of surety bonds).

The term of the License is ten years. We have included automatic five year extensions.

ALTERNATIVES:
Discretion of the Committee

RECOMMENDATION:
Staff recommends approval of the License Agreement.

BUDGET IMPACT:
This License will not produce any annual revenue as MCImetro / Verizon is a licensed wireless provider.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a License Agreement with MCI metro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services to install Telecommunications within the Village of Bensenville Right-of-Way.

ATTACHMENTS:

Description	Upload Date	Type
RES - MCI Metro / Verizon	8/15/2018	Resolution Letter
LA - MCI Metro / Verizon	8/15/2018	Exhibit
PLANS - MCI Metro / Verizon	8/15/2018	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH MCI METRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES TO INSTALL TELECOMMUNICATIONS WITHIN THE VILLAGE OF BENSENVILLE RIGHT-OF-WAY

WHEREAS the Village of Bensenville owns and operates rights-of-way (ROW) for the purpose of safe passage, access, utility installation, and aesthetics, and

WHEREAS the Village of Bensenville is responsible to make sure the use of the ROW is in the best interest of the residents of Bensenville, and

WHEREAS Title 12 of the Village Code discusses requirements for Telecommunications within the Village of Bensenville, and

WHEREAS the Village of Bensenville has been approached by MCImetro / Verizon to install telecommunication facilities through the ROW of the Village, and

WHEREAS MCImetro / Verizon proposed network does not directly serve a resident/business of the Village of Bensenville, and

WHEREAS in order to allow the installation of the MCImetro / Verizon network a License Agreement (attached as Exhibit 1) is required.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the execution of a Franchise Agreement with MCImetro / Verizon to install telecommunications within the Village of Bensenville, and

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated August 28, 2018.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

(Reserved For Recorder's Use Only)

VILLAGE OF BENSENVILLE AND MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services LICENSE AGREEMENT

This License Agreement (the "License Agreement") is entered into on the date this License Agreement is fully executed, by and between the Village of Bensenville, an Illinois municipal corporation, 12 S. Center Street, Bensenville, Illinois 60106 ("Village") and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services ("Licensee") (collectively, the "Parties").

RECITALS

A. Licensee is a provider of tailored, high capacity communication services, and in this capacity, Licensee desires to install, construct, locate, operate, and maintain telecommunication facilities (hereinafter, the "Facilities"), specifically, a fiber optic network in the Village's highway right of way as designated in Exhibit "A" (the "Licensed Premises") so that Licensee, may provide communications services to any person or area in the Village. Licensee operates as a Telecommunications Retailer under the Telecommunications Municipal Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10).

B. The Village is empowered to provide such approval pursuant to the Village of Bensenville Municipal Code, Section 12, Chapter 3, which provides for issuance of a Telecommunications License to a telecommunications carrier who desires to work in the public ways in the Village.

C. The Licensee has submitted the application required by Section 12-3-2, and upon review the Corporate Authorities of the Village have made the determination required by Section 12-3-3 that the grant of the application will serve the interests of the Village and its residents.

D. The Village, therefore, has agreed to allow Licensee to construct, locate, operate and maintain its Facilities in the Licensed Premises and the service that the Licensee will provide subject to the applicable provisions of state statutes including the TIFMA and SMTT, as defined herein, as well as the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals are incorporated as if fully set forth herein.

2. Subject to the terms and conditions of this License Agreement, Village hereby grants Licensee, a non-exclusive license for use of the Licensed Premises for the purpose of installing, constructing, locating, operating, and maintaining its Facilities within the Village's highway rights of way, as designated in Exhibit "A" in accordance with the installation plans therefore as dated April 28, 2018 and referred to as MCI Metro Project # UG Permit 3200-02(A), and maintained by the Public Works Department. Except as may be varied by the installation plans, the Licensee shall construct and install all Facilities in accordance with Section 12-3-9.

Village also grants Licensee a non-exclusive license for ingress and egress to the Licensed Premises, for the purpose of installing and maintaining the Facilities. Licensee shall be solely responsible for securing the necessary permits for said installation from any federal, state or local agencies (including any permits from railways) and shall be solely responsible for the costs of same. Licensee shall also apply and be solely responsible for securing the necessary permit(s) to perform the work contemplated hereunder, including any related to excavations or construction.

Licensee agrees to provide the Village Manager of the Village ("Village Manager") or his designee, seventy-two (72) hours' notice prior to commencing any work under this License Agreement. In the event that emergency repairs are necessary for the Facilities, Licensee shall immediately notify the Village Manager, in writing, of the need for such repairs. Licensee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency.

3. Term. The term of this License Agreement (the "Term") shall be ten (10) years, commencing August 28, 2018 and terminating at midnight on 28th day of August, 2028. This License Agreement is subject to the renewal provisions set forth in paragraph 12 of this License Agreement.

4. Registration with Village. Pursuant to Title 12, Sections 12-1-3 and 12-2-1 *et seq.*, the Licensee shall register with the Village.

5. Fees/Costs.

A. Licensee shall not be required to pay any additional fees to the Village under this Agreement including for site specific permits, so long as 1) Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Municipal Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/) and 2) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois.

B Fee for Use of Village Property. Solely for a security deposit to place communications facilities in the public right of way, the Licensee shall secure and provide to the Village a surety bond in the amount of Ten Thousand and 00/100 Dollars (10,000.00) which shall remain in full force and effect as permanent security until the completion of the work and restoration of the Village's property. Said surety bond shall be in lieu of a cash deposit. Solely as a security deposit to ensure the removal or relocation of the Facilities and for restoration of the public right of way, the Licensee shall secure and provide to the Village a second surety bond in the amount of Fifty Thousand and 00/100 Dollars (50,000.00) which shall remain in full force and effect, as permanent security so long as the telecommunication facilities are located within the public ways of the Village. Said surety bond shall be in lieu of a cash deposit. Copies of all surety bonds shall be provided to the Village of Bensenville, Director of Public Works, 717 East Jefferson Street, Bensenville, Illinois 60106. Original surety bonds shall be provided to the Village of Bensenville, c/o Finance Director, Bensenville Village Hall, 12 South Center Street, Bensenville, IL 60106.

6. Taxes or Fees. Licensee will be solely responsible to pay any applicable taxes for its use of the Licensed Premises. Failure to pay said taxes by the date they are due shall constitute a material breach of this License.

7. Conditions of Grant of License. The Parties hereto agree that this License is subject to Title 12, Chapter 7, except as may be varied by written agreement of the Public Works Director and Licensee. Additionally, Licensee shall provide written notice to residents who may be affected by installation of the Facilities.

8. Construction Standards. The Parties hereto agree that the work to be undertaken as approved by this License is subject to the construction standards set forth in Title 12, Chapter 8, except as may be varied by written agreement of the Public Works Director and Licensee.

9. No Lease. The Parties agree that this License Agreement confers upon the Licensee only a non-exclusive right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee a leasehold interest, or any other right, title or interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder, said rights to be terminated upon default, as defined herein below.

10. Default/Event of Litigation. In the event of the failure of any Party to perform any or all of its duties and obligations under the terms and conditions of this License Agreement, including payment of the applicable fees and the costs hereunder, the other party shall notify the defaulting party of such default in writing, and the defaulting party shall have thirty (30) days from receipt of such notice to cure the default. In the event said default is not cured within said cure period, or in the event of repeated defaults, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under this License Agreement. In the event of default by Licensee, which is not cured, the Village shall have the right to seek an injunction to require Licensee to terminate service which may be provided through the Facility and to remove the Facilities at the sole cost and expense of Licensee.

11. General Insurance Provisions.

A. Evidence of Insurance - Licensee shall procure, maintain and keep in effect throughout the Term commercial general liability insurance with limits of:

1. $5,000,000.00 per occurrence for bodily injury (including death) and property damage and $5,000,000 general aggregate including premises-operations, explosion, collapse and underground and products completed operations
2. Commercial automobile liability covering all owned, non-owned and hired vehicles, with a combined single limit of $3,000,000.00 each accident for bodily injury and property damage
3. Workers' compensation within statutory limits and employer's liability insurance with limits of $1,000,000.00 each accident/disease/policy limit.

The liability insurance policies required herein shall be maintained by the Licensee throughout the term of this Agreement, and for such other period of time during which the Licensee is in operation without a License hereunder, or in engaged in the removal of its Facilities. Upon the commencement of the Term, Licensee agrees to cause Certificates of Insurance to be issued to reflect that it is the insured, and that the Village and the Village's officers, members and employees are included additional insureds as their interest may appear under this Agreement on the commercial general liability and commercial automobile liability policies on a primary and non-contributory basis but for the acts and omissions of Village and for whom Village is responsible, however additional insured status shall not be required under the Licensee's workers' compensation and employer's liability coverage. Licensee may provide a Memorandum of Insurance evidencing all required insurance in lieu of a Certificate of Insurance. Required limits may be achieved through a combination of primary and umbrella/excess liability policies.

B. Prior to the commencement of any work related to the Facilities in the Village of Bensenville, the Licensee shall furnish the Village with the above described Certificate of Insurance, and blanket additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

C. Failure of the Village to demand such certificate, memorandum, endorsement or

other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

D. The Village shall have the right, but not the obligation, of prohibiting the Licensee from using or occupying the Licensed Premises until such Certificates or Memorandum of Insurance are received by the Village.

E. Upon receipt of notice from its insurer(s) Licensee shall provide the Village with thirty (30) days advanced written notice of cancellation of any required coverage via first class mail.

F. All coverages required herein shall be primary insurance as respect the Village. Any insurance or self-insurance maintained by the Village, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the Licensee, and shall not contribute with said coverages/insurance.

G. The Licensee shall require any contractors or subcontractors to obtain and maintain substantially the same coverage as required of Licensee.

H. Acceptability of Insurers All insurance policies shall be issued by insurer(s) with a rating of no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. All insurance required herein shall be placed with insurers licensed, authorized or permitted to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

12. Renewal of License and Abandonment of Facilities. The plan and manner of execution or operation shall meet the approval of and be done to the reasonable satisfaction of the Village Manager or his authorized representative. Any and all of the Facilities shall be maintained by the Licensee at its sole expense. This License Agreement shall be automatically renewed for successive five (5) year terms upon the expiration of the initial ten (10) year term and any successive term. Each successive term shall commence on August 28th of the applicable year. Licensee or Village shall submit written notice of intent not to renew this License Agreement in accordance with Section 12-3-15 of Title 12. If the Licensee elects not to renew this License Agreement, Licensee shall remove or relocate the Facilities. If the Licensee wishes to abandon use of any part of the Facilities under or pursuant to the License, or upon cancellation, revocation or termination of the privilege herein granted, Licensee shall notify Village and may, subject to Village's approval, which shall not be unreasonably withheld, permanently abandon the Facilities in place.

13. Protection of Vegetation. No trees, shrubs or other plantings shall be cut, trimmed or removed nor shall any building or utilities of the Village be disturbed without the written permission of the Village Manager or his authorized representative, whose permission shall not be unreasonably withheld, conditioned or delayed.

14. Liability of the Village. It is further understood and agreed that the Village shall not be liable for any damages or injury to any person or property arising from, growing out of, or incident to the construction, operation, or maintenance of the Facilities for which the License is issued, except if such damages or injury are the result of Village's own intentional misconduct or negligence.

15. Indemnification. To the fullest extent permitted by law, the Licensee shall defend, indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of the Licensee or any of its officers, agents, employees, volunteers, contractors, subcontractors, vendors, or of anyone acting on behalf of the Licensee; and, (ii) any accident, injury, death, or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the Licensee's use of the Licensed Premises. Such obligation shall not be construed to negate, abridge, or

otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses, or expenses arising out of or resulting from the negligence, misconduct or breach of this License Agreement by the Village, its officials, officers, employees, agents, or representatives. In no event shall either Party be entitled to damages for lost profits, lost opportunity or lost income arising from either Party's performance under this License.

This License Agreement is entered into for the sole benefit of the Parties hereto, and nothing in this License Agreement shall be construed as either expressly or indirectly extending, establishing, or acknowledging any rights or obligations in favor of third persons who are not signatures or beneficiaries to this License Agreement.

16. Supervision. The Licensee assumes and exercises full responsibility for the supervision of its employees, contractors, sub-contractors, suppliers, vendors, and agents during the term of this License Agreement. This paragraph is inserted solely for the benefit of the contracting Parties, and is not intended to establish, impose or acknowledge any duty to supervise as to third parties.

17. Notice. All notices required shall be in writing and shall be given in the following manner:

A. By personal delivery of such notice; or

B. By mailing of such notice to the addresses recited herein by certified mail, postage pre-paid, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or

C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 4:30 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or

D. By depositing such notice with a nationally recognized overnight courier. Notice shall be effective upon being deposited with the overnight courier.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the parties are as follows:

If to Licensee:

Verizon Business Services, Inc.
ATTN: Right of Way
600 Hidden Ridge
Irving, TX 75038
Phone: (972) 457-7420

With a required copy to:

General Counsel
Vice President and Deputy General Counsel
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201

If to Village:

Village Manager
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
FAX: (630) 594-1105

With a required copy to:

Village Attorney
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
FAX: 630) 594-1105

18. Prohibited Uses and Activities. The Licensee agrees to keep the Licensed Premises in a clean, safe, and sanitary condition from conditions directly caused by Licensee. The Licensee further agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the Village of Bensenville, County of DuPage, the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises.

19. Licensed Premises Disclaimer. The Licensee expressly acknowledges that the Village has made no representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Licensee accepts use of the Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Licensed Premises and areas surrounding said and has satisfied itself as to the adequacy, fitness and condition thereof.

Further, the Licensee agrees it is solely responsible for obtaining JULIE information regarding the existing location of all underground facilities in the Licenses Premises, and to construct its Facilities in accordance therewith.

20. Miscellaneous.

A. The Parties agree that no change or modification to this License Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by the Parties, and attached to and made a part of this License Agreement.

B. The Parties agree that the titles of the items of this License Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

C. The Parties agree that if any provision of this License Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

D. This License Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this License Agreement must be brought in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. In the event litigation must commence to enforce a Party's rights hereunder, including any action for declaratory judgment, the prevailing party in any such litigation shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees.

E. Licensee agrees to make its telecommunication services available to any customer within its license area that meets Licensee's customer criteria and business model without discrimination as to any services, rates or charges, in accordance with Title 12, Chapter 3.

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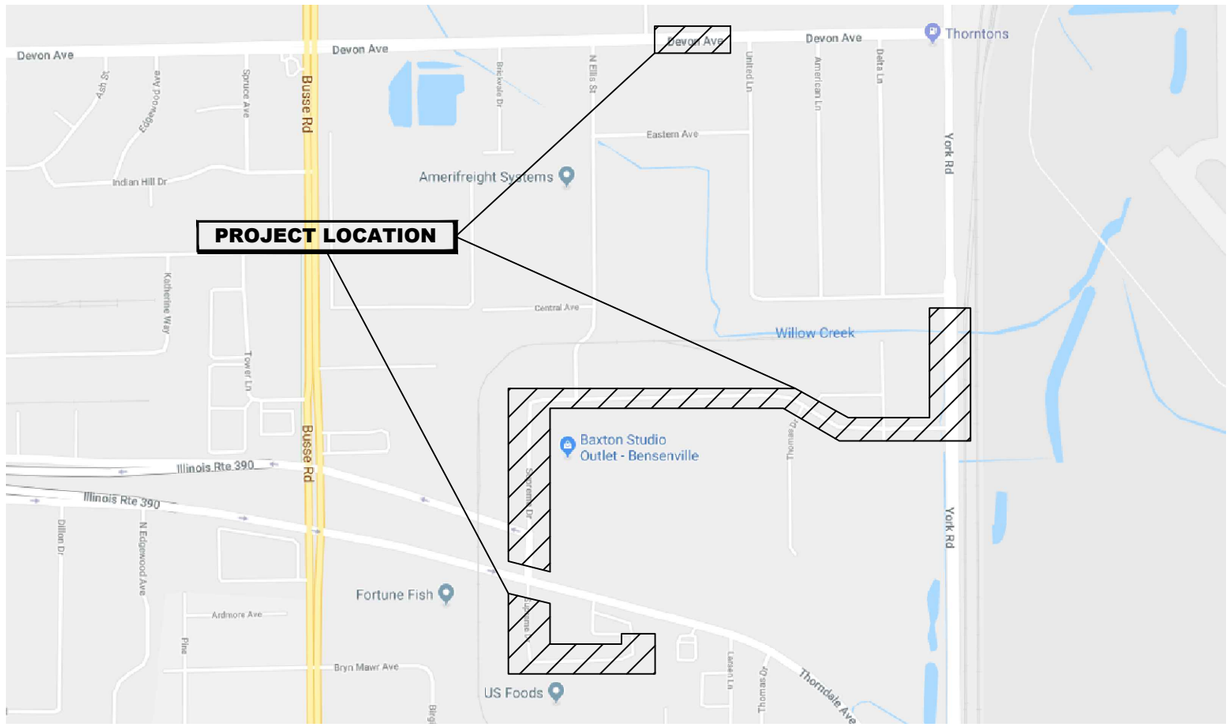
LICENSEE:	VILLAGE:
MCI METRO	VILLAGE OF BENSENVILLE
By: _____	By: _____ Village President, Village of Bensenville
Date: _____	Date: _____
Printed Name: _____	Attest:
Title: _____	By: _____ Village Clerk, Village of Bensenville

MCImetro
ACCESS TRANSMISSION SERVICES LLC
D.B.A.
VERIZON BUSINESS

PROJECT NAME: THORNDALE & SUPREME SC
PROJECT #: UG_PERMIT_3200-02(A)
PERMITTING AGENCY - BENSENVILLE

VICINITY MAP
BENSENVILLE, IL



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2. PROJECT CONTACT & NOTES SHEET
3. F.O.C.U.S. SHEET
4. CLARIFICATION SUMMARY SHEET
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6. HANDHOLE DETAIL
7. ADDITIONAL NOTES AND DETAILS
8-24. PLAN VIEW
25-29. (TC)

SCOPE OF WORK
- PLACE (8) 2.5' X 5' HANDHOLE - NEW UG PLACEMENT 7,108' OF 1-2" HDPE - PULL THROUGH 610' OF AT&T DUCT.

NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	7108'
210	7108'
240	8 EA
410	610'

MCImetro
ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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SCALE
HORIZONTAL: NTS
VERTICAL: NTS
MP _____ TO MP _____
SHEET 1 OF 29
FILE: UG_PERMIT_3200-02(A)

GENERAL NOTES

1. MCI COMPRISES THE FOLLOWING OPERATING ENTITIES:
   - MCI COMMUNICATIONS SERVICES, INC.
   - MCI METRO ACCESS TRANSMISSION SERVICES, LLC
   - MCI METRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.
   - MCI METRO ACCESS TRANSMISSION SERVICES OF MASSACHUSETTS, INC.
   - METROPOLITIAN FIBER SYSTEMS OF NEW YORK, INC.

2. ALL WORK TO BE DONE WITH EXTREME CAUTION ! FIBER OPTIC CABLE IS CARRYING TRAFFIC AND LOSS OF SERVICE WILL RESULT IN LOSS OF REVENUE. CONTRACTOR SHALL NOT WORK IN A MANNER THAT MAY AFFECT TRAFFIC-CARRYING FACILITIES IN THE ABSENCE OF AN MCI EMPLOYEE OR CERTIFIED CONTRACTOR.

3. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, MCI BUSINESS, OR THE RIGHT-OF-WAY- GRANTOR.
4. LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED RAILROAD VALUATION MAPS OR OTHER DRAWINGS, AND MAY BE AS SHOWN OR DEPICTED ON THESE DRAWINGS.
5. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, BUT ARE NOT NECESSARILY EXACT. THERFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN EVENT OF CONFLICTS.
6. ALL KNOWN BURIED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPAIR, IF DAMAGED.
7. ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC., IF DAMAGED, SHALL BE RESTORED TO ORGINAL OR BETTER CONDITION.
8. EQUIPMENT TYPES SPECIFIED HEREIN (ie: "BACKHOE, "SWAMP PLOW", ETC.) ARE SUGGESTIONS ONLY AND ARE NOT INTENDED AS REQUIREMENTS. CONTRACTOR WILL BE NOTIFIED

PROJECT CONTACTS

ENGINEERING CONTRACTOR

NAME OF FIRM: LEDCOR TECHNICAL SERVICES
PROJECT MANAGER: DAVE ROZEK
EMAIL: DAVE.ROZEK@LEDCOR.COM
PHONE: (778) 879-7593
ENG. PROJECT SUPERVISOR: RAYMOND SRENIAWSKI
PHONE: (512) 275-3547

CONSTRUCTION CONTRACTOR

NAME OF FIRM: LEDCOR TECHNICAL SERVICES
CONSTRUCTION MANAGER: WAYNE SMITH
PHONE: (312) 971-1488

CITY GOVERNMENT

VILLAGE OF BENSENVILLE
DEPARTMENT OF PUBLIC WORKS
717 E JEFFERSON ST
BENSENVILLE, IL 60106
(630) 350-3435

OWNERS

NAME OF FIRM: GREAT LAKES TRANSPORT ENGINEERING & IMPLEMENTATION
ENGINEER: OSCAR GUERRERO
PHONE: (312) 453-8106
EMAIL: OSCAR.GUERRERO@ONE.VERIZON.COM

CONSTRUCTION NOTES

1. ALL CONDUIT WILL BE 2" HDPE

2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY.

3. ALL UNDERGROUND OBSTRUCTIONS, WHEN LOCATED, WILL REQUIRE THE PLACEMENT OF A BURIED CABLE MARKER AND THE PLACEMENT OF 4" MANUFACTURED SPLIT PVC, BSP/GSP OVER OR UNDER EACH OBSTRUCTION.

4. SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.

5. ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 36" MINIMUM COVER UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION DRAWINGS.

6. MECHANICAL PROTECTION SHALL BE REQUIRED ANYTIME A 36" MINIMUM COVER IS UNOBTAINABLE UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION DRAWINGS.

7. VERIZON BUSINESS PERSONNEL TO BE CONTACTED BY THE CONTRACTOR 48 HOURS PRIOR TO CONSTRUCTION. SEE CONTACT SHEET FOR CONTACT NAME AND TELEPHONE NUMBER.

8. ALL STATIONING IS BASED ON AS-BUILT INFORMATION, THEREFORE SOME VARIANCE SHOULD BE ANTICIPATED. ADJUST AS NEEDED.

9. RAILROAD COMMUNICATION AND SIGNAL CABLES TO BE LOCATED PRIOR TO CONSTRUCTION ACTIVITY. RAILROAD TO BE GIVEN 48 HOURS NOTICE PRIOR TO CONSTRUCTION.

10. ALL BURIED CABLE MARKER POSTS AND HARDWARE PLACED AND/OR REMOVED ON ALL NEW AND EXISTING ROUTES SHALL BE IMPLEMENTED AS FOLLOWS:

A. ON THOSE ROUTES THAT ARE CONSIDERED TO BE IN A NORTH TO SOUTH GEOGRAPHICAL ORIENTATION, THE SOUTHERN-MOST SIGN AND POST SHOULD BE REMOVED.
* FOR NEW ROUTES BEING CONSTRUCTED, ONE SIGN POST WILL BE PLACED AT THE NORTH END OF EACH HANDHOLE.

B. ON THOSE ROUTES THAT ARE CONSIDERED TO BE IN AN EAST TO WEST GEOGRAPHICAL ORIENTATION, THE WESTERN-MOST SIGN AND POST SHOULD BE REMOVED.
* FOR NEW ROUTES BEING CONSTRUCTED, ONE SIGN POST WILL BE PLACED AT THE EAST END OF EACH HANDHOLE.

PROJECT:

UG_PERMIT_3200-02(A)

BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018

ENGINEER: LEDCOR GROUP

DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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SCALE

HORIZONTAL: NA

VERTICAL: NA

MP _____ TO MP _____

SHEET 2 OF 29

FILE: UG_PERMIT_3200-02(A)

MCI Outside Plant FOCUS
*F*iber *O*ptic *C*able *U*ncovering *S*ystem

1) The title of this program, F.O.C.U.S., an acronym for Fiber Optic Cable Uncovering System was selected to remind everyone involved with working near MCI's active fiber optic systems to focus on protecting the facilities. If, during the course of the project, YOU notice any activity which may jeopardize the MCI OSP facilities, it is your duty to stop the work and re- FOCUS

2) FOCUS rules must be followed on all MCI projects involving work on or near MCI OSP facilities. Safety is MCI's number one priority; everyone must refrain from unsafe and improper practices.

3) Review of FOCUS is mandatory at every Pre-bid, Pre-construction, site meeting and daily tailgate meeting. FOCUS discussion must include site-specific history, unique problems, facility configurations that may be encountered, and past errors. "Those who do not learn from history are doomed to repeat it". Do not let this happen to you.

4) Any work near or requiring handling of MCI Outside Plant facilities can only be performed with an MCI employee or contract representative present -- **THIS MEANS OUT OF HIS OR HER VEHICLE AND DIRECTLY MONITORING THE WORK**. The representative must have a properly operating cable locator checked for accuracy every day prior to commencement of work (comparison of line and depth readings to actual line and depth of the cable).

5) Locate and Pothole Requirements.

- Prior to any excavation, the MCI employee or contract representative must verify the initial locate marks completed by MCI Operations. **Do not trust locate results completed by others!** The MCI or contract representative must locate the cable running line by making at least one pass in each direction. Locate results must then be compared with previous marks and the asbuilts.

- If the proposed work involves digging or excavating *within 3 feet* of the cable, the cable route will be marked continually with orange paint and supplemented by marker flags placed every 10 ft. The excavation contractor must pothole **(all potholes must be completed by hand digging or vacuum excavation)** a minimum of every 15 ft., then expose the entire length of the cable by hand digging or vacuum excavation.

- If the proposed work involves digging or excavating *within 5 feet (but not closer than 3 feet)* of the cable, the cable route will be marked continually with orange paint and supplemented by marker flags placed every 10ft. The excavation contractor must pothole the cable a minimum of every 15 ft.

- If the proposed work involves digging or excavating *within 15 feet (but not closer than 5 feet)* of the cable, the cable route will be marked continually with orange paint and supplemented by marker flags placed every 10 ft. The excavation contractor must pothole the cable a minimum of every 30 ft.

- The cable will also be potholed at any change in the running line of more than 1 ft. in any direction, anytime the accuracy of the electronic locate is questioned, or the marked running line does not match the as-builts.

6) Exposing Requirements.

- No mechanical excavation within 3 ft. of OSP facilities will be allowed unless the facilities have first been properly located, potholed, positively identified, continuously exposed by hand digging or vacuum excavation, and the facilities are clearly visible.

- In addition, mechanical excavation within three feet of OSP facilities requires onsite prior approval from MCI' s employee or contract representative.

7) Please refer to the latest edition of the MCI OSP Handbook for additional details . Know it and follow it.

MCI Outside Plant Construction General Requirements

- All Federal, State and local safety regulations must be followed without exception.

- Personal protective equipment appropriate for the specific work site shall be used at all times. At a minimum, hard hat, safety shoes/steel toed boots and florescent orange or green work vest are required upon entering any MCI work site.

- Use of intoxicants, drugs, inhalants or any other substances that may impair alertness are strictly prohibited.

- Contractors are NOT allowed to cut any cable. Cables scheduled for removal will be cut by MCI Operations personnel, and only after verification that all traffic has been off-loaded.

- Extreme caution must be used at all times when working on or near active cables. An MCI employee or contract representative must approve and be present prior to and during all cable handling activities.

- Tools and equipment specifically designed for the job at hand are required. USE THE PROPER TOOL FOR THE JOB.

- Conduit work involving active cables requires specialized tools specifically designed to access ducts with active cables.

- Protecting MCI facilities IS EXTREMELY important; however, SAFETY regarding yourself and others is the most important part of any project.

Signature: _____

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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SCALE
HORIZONTAL: NA
VERTICAL: NA
MP _____ TO MP _____
SHEET 3 OF 29
FILE: UG_PERMIT_3200-02(A)

CLARIFICATION NOTES (CONTINUED)

100	110	JACK AND DRY BORE CONDUIT(S)
200	210	PLACE CONDUIT
	212	PLACE HIGH DENSITY POLYETHYLENE (HDPE)
	213	ROCK ADDER
	214	SLURRY BACKFILL ADDER
	215	EXPOSE CONDUIT
	216	EXPOSE CONDUIT AND RELOCATE
	217	EXPOSE CONDUIT AND REPLACE/SUBSTITUTE
	218	EXPOSE AND REMOVE CONDUIT
	219	EXPOSE AND REMOVE CONDUIT (ABANDONED)
	220	CONCRETE ENCASE
	221	REMOVE CONCRETE ENCASEMENT
	222	REMOVE CONCRETE CAP
	240	PLACE HANDHOLE
	244	REMOVE EXISTING HANDHOLE
	245	RELOCATE HANHOLE
		REPLACE/SUBSTITUTE HANDHOLE
	247	EXCAVATE SPLICE PIT
	250	PLACE MANHOLE
	252	REMOVE EXISTING MANHOLE
	255	RELOCATE PRECAST MANHOLE
	256	REPLACE/SUBSTITUTE PRECAST MANHOLE
	260	CONSTRUCT WALL
	270	REMOVE AND RESTORE ASPHALT
	280	REMOVE AND RESTORE CONCRETE
	281	REMOVE AND RESTORE SIDEWALK
	282	REMOVE AND RESTORE CURBING
300	310	ATTACH CONDUIT TO WALL OR STRUCTURE
	315	DETACH CONDUIT FROM WALL OR STRUCTURE
	320	CORE BORE
	330	ATTACH PULL/SPLICE BOX TO WALL OR STRUCTURE
400	410	PULL CABLE
	411	PULL THROUGH DUCT (INNERDUCT)
	415	REMOVE CABLE FROM CONDUIT
	420	REPOSITION ACTIVE CABLE SLACK
500	510	DIRECT BURY CABLE
	515	EXPOSE DIRECT BURIED CABLE
	516	EXPOSE DIRECT BURIED CABLE AND RELOCATE
	517	REMOVE AND DISPOSE OF CABLE
	520	PLACE AERIAL CABLE
	525	RELOCATE AERIAL CABLE
	526	DELASH AERIAL CABLE
	527	RELASH AERIAL CABLE
	528	REMOVE AERIAL CABLE
	530	PLACE POLE/PUSH BRACE
	535	REMOVE POLE/PUSH BRACE
600	610	JETTING CONDUIT
	620	EMBEDMENT PLOW
	630	DIRECTIONAL BORE
	640	OPEN TRENCH
700	710	PLACE BURIED CABLE MARKERS AND SIGNS/MWCOM WATER CROSSING SIGNS
	711	PLACE ISOLATOR/PROTECTION SYSTEM AT EXISTING HANDHOLES/MANHOLES
	712	REMOVE BURIED CABLE MARKER POST/HARDWARE
	714	REMOVE CONCRETE BURIED CABLE MARKER POST

PROJECT CLARIFICATION SUMMARY

CLARIFICATION NUMBER	CLARIFICATION NUMBER AND ALPHA	DESCRIPTION	QUANTITY	UNIT
600		NEW UNDERGROUND	7,108	LF
200	210	PLACE CONDUIT	7,108	LF
200	240	PLACE HANDHOLE	8	EA
400	410	PULL THROUGH EXISTING AT&T DUCT	610	LF

PROJECT:

UG_PERMIT_3200-02(A)

BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	7108'
210	7108'
240	8 EA
410	610'

MCImetro ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018

ENGINEER: LEDCOR GROUP

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SCALE

HORIZONTAL: NA

VERTICAL: NA

MP _____ TO MP _____

SHEET 4 OF 29

FILE: UG_PERMIT_3200-02(A)

SYMBOLS KEY

	EXISTING	PROPOSED
BURIED CABLE	EXISTING	PROPOSED
AERIAL CABLE	A	A
SUBMARINE CABLE	SUBM	SUBM
FOGWIRE CABLE	FOGW	FOGW
DIRECT BURIED HDPE	H	H
PVC OR SPLIT PVC CONDUIT		
BSP/GSP OR SPLIT BSP/GSP CONDUIT		
STEEL CASING		
REMOVE AND RESTORE ASPHALT OR CONCRETE (WIDTH AS INDICATED)	48"	48"
CORE BORE		
JACK AND BORE		
DIRECTIONAL BORE	DB	DB
TRENCHING		
FUTURE CABLE		
REMOVE CABLE	R	R
TO BE REMOVED OR ABANDONED (SHOWN FOR HDPE)	H	H
AERIAL UTILITY (ELECTRIC)	E	E
UNDERGROUND UTILITY (TELEPHONE)	T	T
MAIN TRACKS		
AUXILLARY TRACKS		
BUILDING	BLDG	BLDG
CENTERLINE	CL	CL
RIGHT-OF-WAY	ROW	ROW
EDGE OF PAVEMENT	EOP	EOP
UNDERGROUND	UG	UG
SIDEWALK	SW	SW
EXISTING MCI	MCI	MCI
DITCH LINE	D/L	D/L
TAX DISTRICT		
CITY, COUNTY OR STATE BOUNDARY LINE		
PROPERTY LINE		
FENCE LINE	F/L—O—F/LF/L—O—	F/L—O—F/LF/L—O—
GUARDRAIL		
TOP OF SLOPE		
TOE OF SLOPE		
SEWER LINE	SS	SS
WATER LINE	W	W
STORM DRAIN LINE	SD	SD
ELECTRIC LINE	E	E
GAS LINE	G	G

	EXISTING	PROPOSED
STEEL MARKER AND SIGN-(A) ALUMINUM "HUB"-STYLE MARKER-(B) FLAT MARKER-(C) TUBULAR MARKER-(D) TUBULAR MARKER, & ISOLATOR PROTECTOR-(E)	STA. ** MKR. (A) (B) (C) (D) (E)	STA. ** MKR. (A) (B) (C) (D) (E)
MILE POST MARKER NOTE: DASHED = NOT FOUND IN FIELD	21 21	21
PERMIT TRACKING FORM IDENTIFIER	P.T.F. 187	P.T.F. 187
ROCK PROBE (DEPTH AS INDICATED)	42"	42"
UTILITY COVER DEPTH	(42")	(42")
HANDHOLE, MANHOLE OR PULLBOX		
POLE		
ANCHOR ONLY		
GUY ONLY		
OVERHEAD GUY (ARROW IN DIRECTION OF PULL)	OHG 92' 10M	OHG 92' 10M
ANCHOR AND GUY	P=	P=
SIDEWALK ANCHOR AND GUY		
FOREIGN ANCHOR AND GUY		
PUSH BRACE (EXISTING POLE)	30'-5-84 PB	30'-5-84 PB
ACCOUNT CODE CHANGE (BURIED TO AERIAL)	A	
CULVERT (SIZE AS INDICATED)	12"	12"
BRIDGE		
RAILROAD SIGNAL CONTROL BOX		
CAUTION NOTE	ACTIVE MCI CAUTION BURIED FIBER OPTIC CABLE	ACTIVE MCI CAUTION AERIAL FIBER OPTIC CABLE
CATCH BASIN		
TREES		
STREET LIGHT		
MANHOLE		
FIRE HYD		
STREET SIGN		
STRUCTURE BELOW GROUND		
STRUCTURE ABOVE GROUND		
TRAFFIC LIGHTS W/ EXTENDED ARM		
TRAFFIC LIGHT STUMP		
LAWN BASIN		

PROJECT:

UG_PERMIT_3200-02(A)

BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018

ENGINEER: LEDCOR GROUP

DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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SCALE

HORIZONTAL: NTS

VERTICAL: NTS

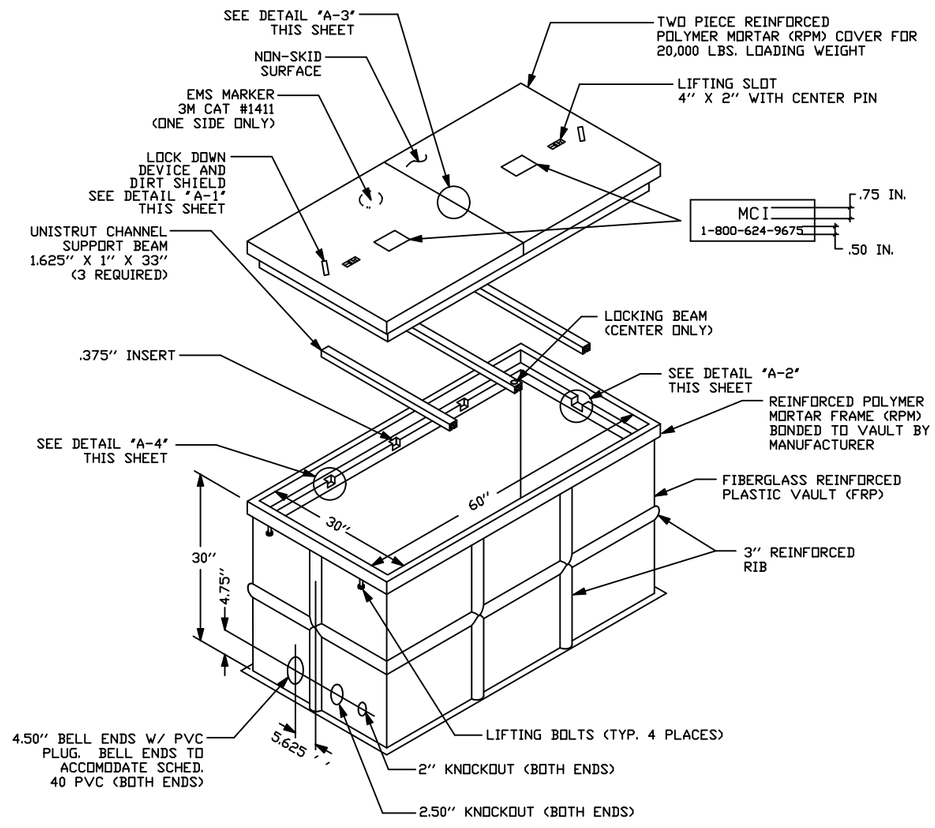
MP _____ TO MP _____

SHEET 5 OF 29

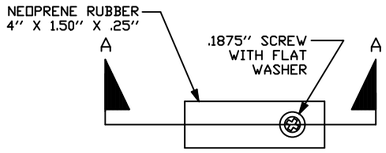
FILE: UG_PERMIT_3200-02(A)

2.5' x 5' x 2.5' HANDHOLE DETAILS

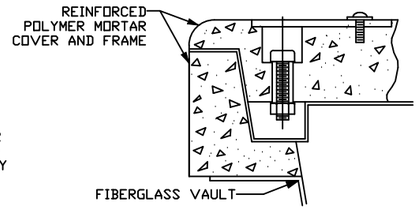
DETAIL "A"
EXPLODED ISOMETRIC DETAIL



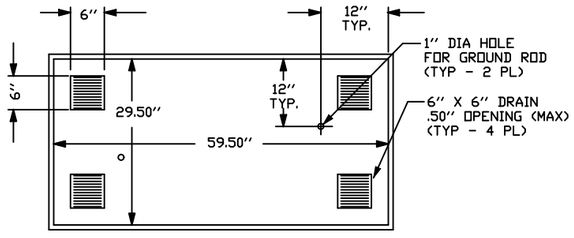
DETAIL "A-1"
LOCK DOWN DEVICE



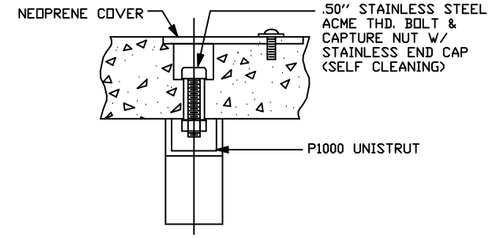
SECTION A-A
LOCKING DEVICE CROSS SECTION



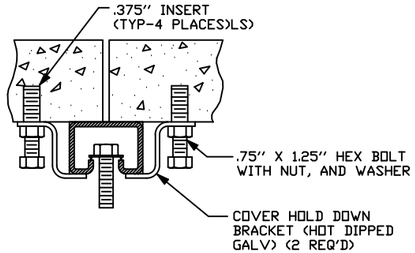
DETAIL "B"
VAULT BOTTOM PLAN VIEW
(144 SQ. IN. TOTAL DRAINAGE)



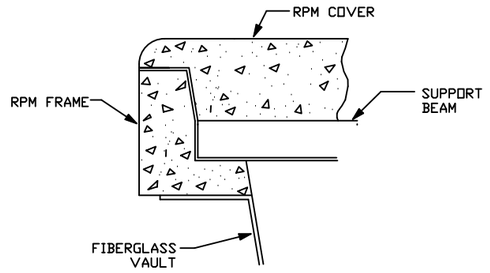
DETAIL "A-2"
ENGAGED LOCK DOWN DEVICE



DETAIL "A-3"
COVER HOLD DOWN BRACKET OF 2-PIECE RPM COVER

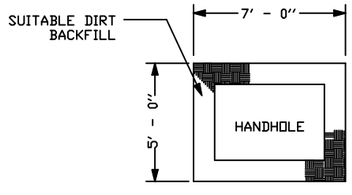


DETAIL "A-4"
SUPPORT BEAM INSTALLATION
(TYP. AT 6 PLACES)

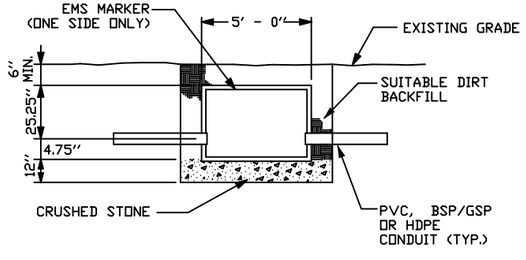


DETAIL "C"
EXCAVATION PIT

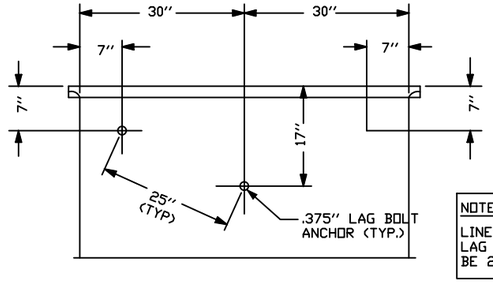
PLAN



PROFILE



DETAIL "D"
SIDE WALL VIEW
INSIDE LOOKING OUT



NOTE:
LINEAR DISTANCE BETWEEN LAG BOLT ANCHORS MUST BE 25".

NOTES:
1. VOID IN EXCAVATED AREAS TO BE BACKFILLED WITH SELECT MATERIAL.
2. BOTTOM OF EXCAVATED PIT TO BE BACKFILLED WITH 12" OF CRUSHED STONE (.75" GRADE).
3. SHORING WILL BE REQUIRED.
4. ALL HANDHOLES SHALL BE PLACED BELOW EXISTING GRADE.
5. THIS HANDHOLE IS OF FIBERGLASS MATERIAL, APROXIMATELY POUNDS IN WEIGHT. THE LIDS ARE POLYMER CONCRETE MATERIAL, EACH APPROXIMATELY POUNDS.

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

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SCALE
HORIZONTAL: NTS
VERTICAL: NTS
MP ____ TO MP ____
SHEET 6 OF 29
FILE: UG_PERMIT_3200-02(A)

ADDITIONAL NOTES:

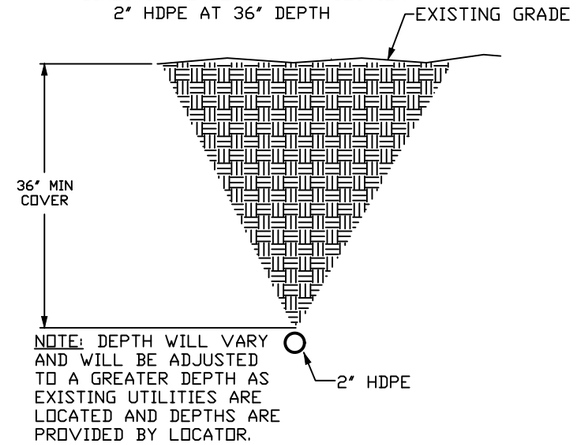
1. EXCEPT AS OTHERWISE NOTED, CONTRACTOR SHALL MAINTAIN A MINIMUM OF 24 INCHES OF SEPARATION FROM EXISTING UTILITIES.
   3 FEET CLEARANCE SHALL BE MAINTAINED FROM ABOVE GROUND FEATURES, EXCLUDING POLES.
   6 FEET CLEARANCE SHALL BE MAINTAINED FROM MANHOLES.
2. CONTRACTOR SHALL POTHOLE EACH UTILITY TO DETERMINE SIZE, LOCATION, AND DEPTH PRIOR TO CROSSING.
3. CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS.
4. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES.
5. RESTORATION TO BE IN COMPLIANCE WITH MCI AND APPLICABLE PERMITTING AGENCIES.
6. BONDING AND GROUNDING PER NESC.

PUBLIC UTILITY NOTE:

CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER, WATER, ETC) PRIOR TO COMMENCING ANY CONSTRUCTION.
THESE COMPANIES WILL LOCATE, ON THE GROUND, THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

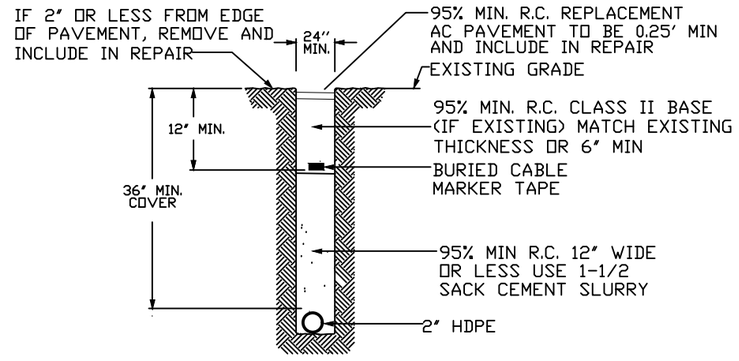
TYPICAL DETAIL

DIRECTIONAL BORE CROSS SECTION
2" HDPE AT 36" DEPTH



TYPICAL DETAIL

TRENCH AND PLACE CONDUIT
2" HDPE AT 36" DEPTH



PROJECT:

UG_PERMIT_3200-02(A)

BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro
ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018

ENGINEER: LEDCOR GROUP

DRAWN BY: W. LISH

REVISIONS

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SCALE

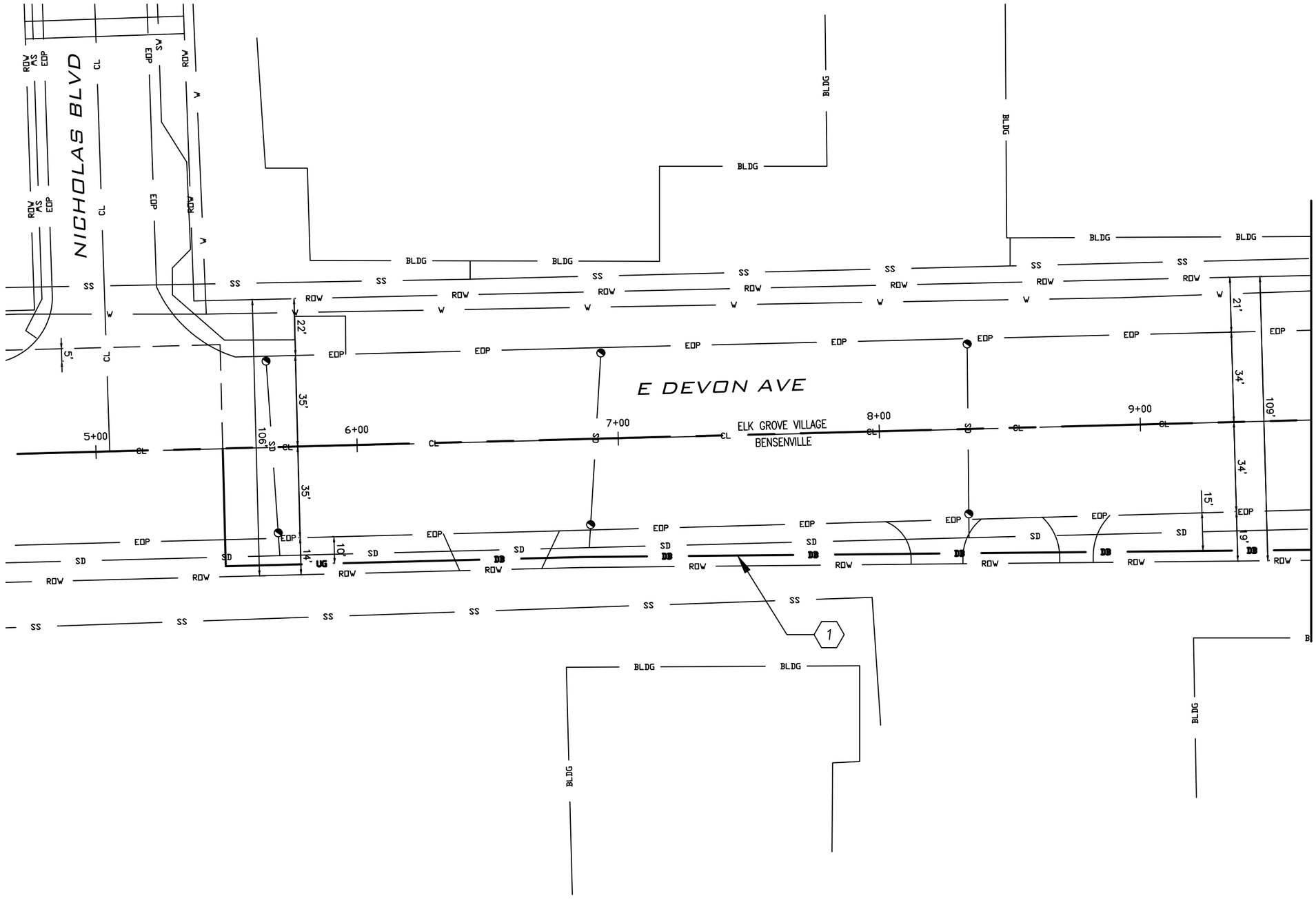
HORIZONTAL: NTS

VERTICAL: NTS

MP _____ TO MP _____

SHEET 7 OF 29

FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

(1) PL. 461' 1-2" HDPE
CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

LEDCOR GROUP

NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	461'
210	461'

MCImetro ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

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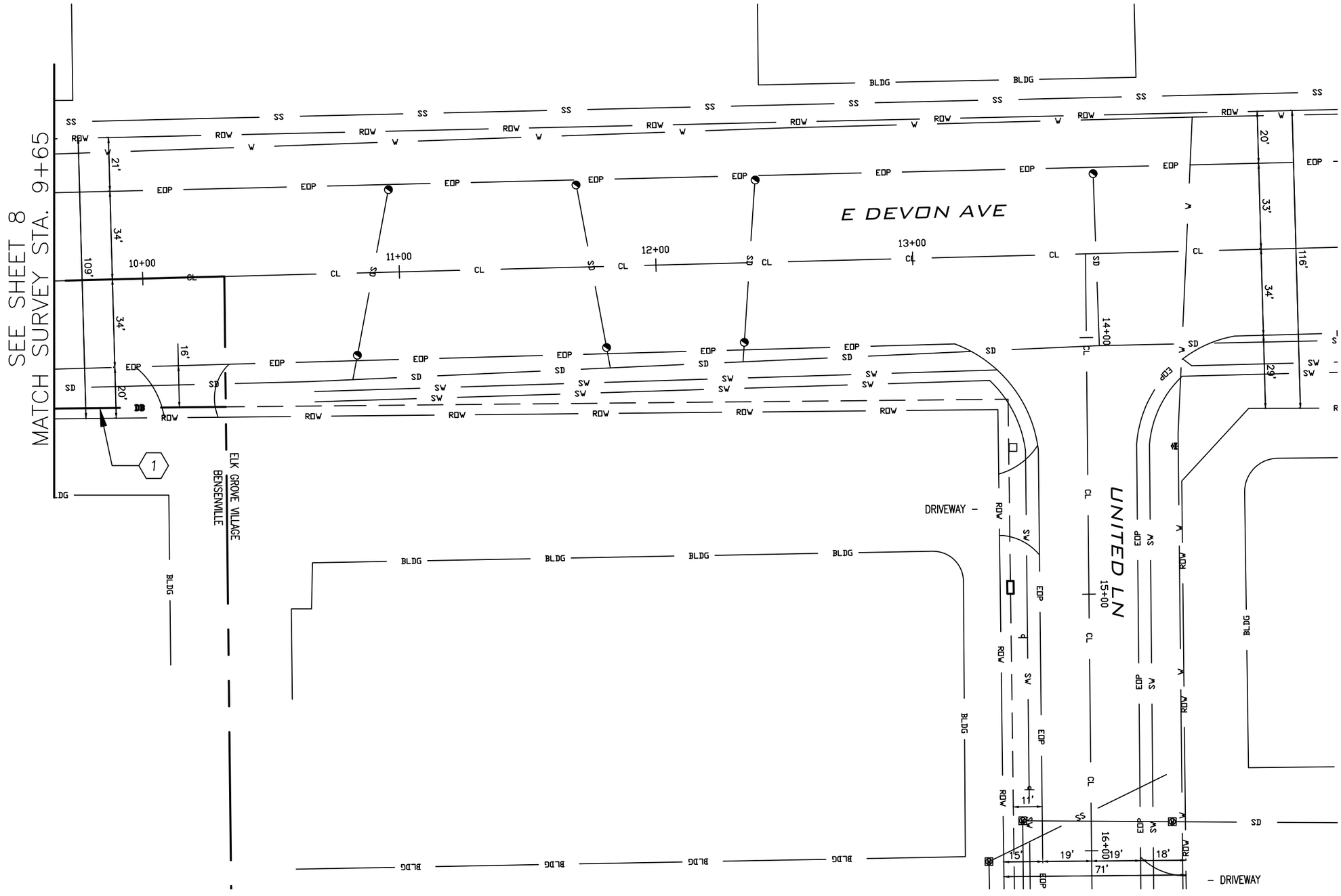
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP ____ TO MP ____
SHEET 8 OF 29
FILE: UG_PERMIT_3200-02(A)



NORTH

CONSTRUCTION NOTES

1 PL. 67' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

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LEDCOR GROUP

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	67'
210	67'

MCImetro ACCESS TRANSMISSION SERVICES, LLC
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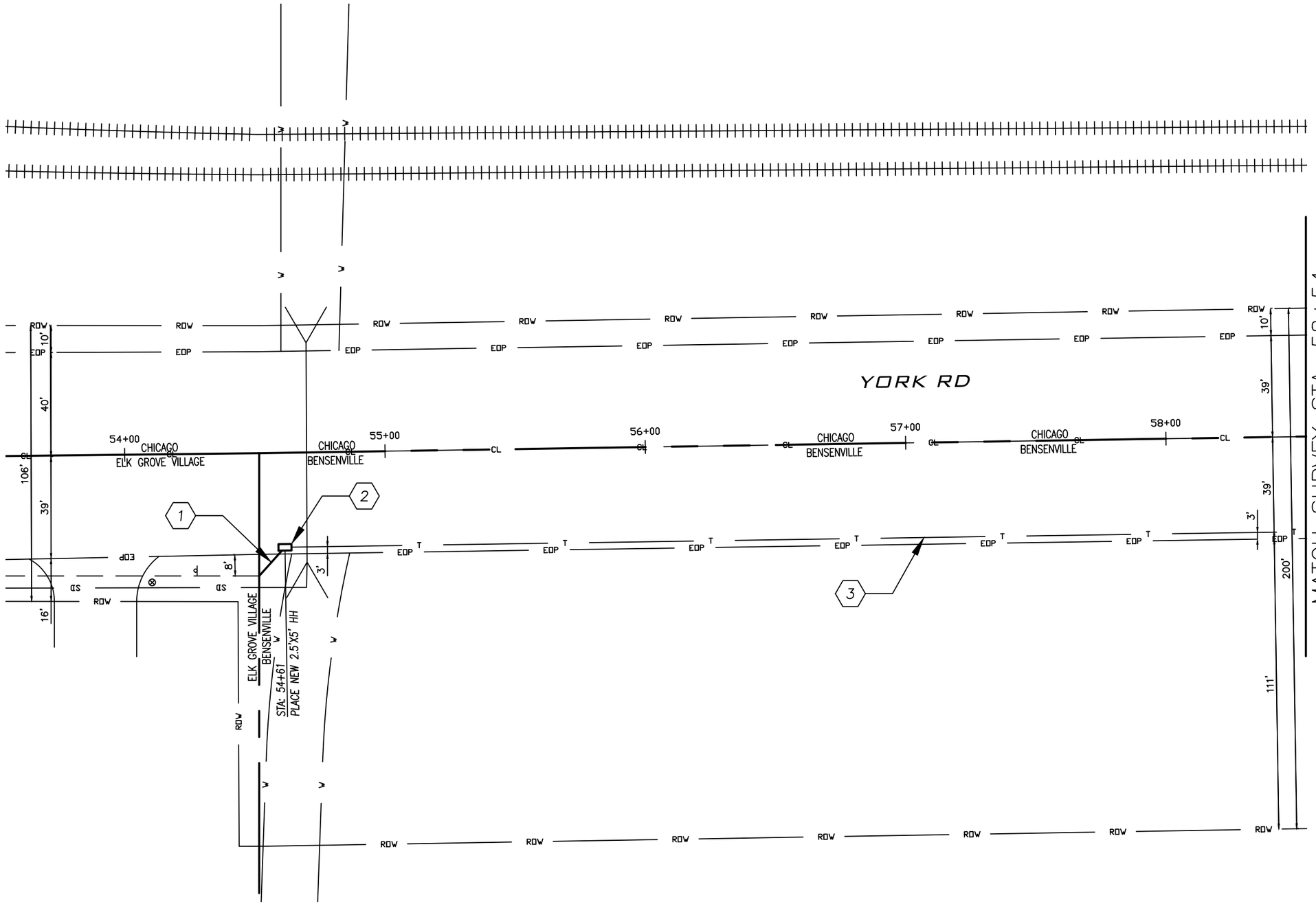
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 9 OF 29
FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

1. PL. 15' 1-2" HDPE CODE 600
2. PL. 2.5' X 5' HANDHOLE
3. PULL THROUGH EXUSTING AT&T DUCT 393' CODE 410

SEE SHEET 7
- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

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LEDCOR GROUP

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	112'
210	112'
240	1 EA
410	393'

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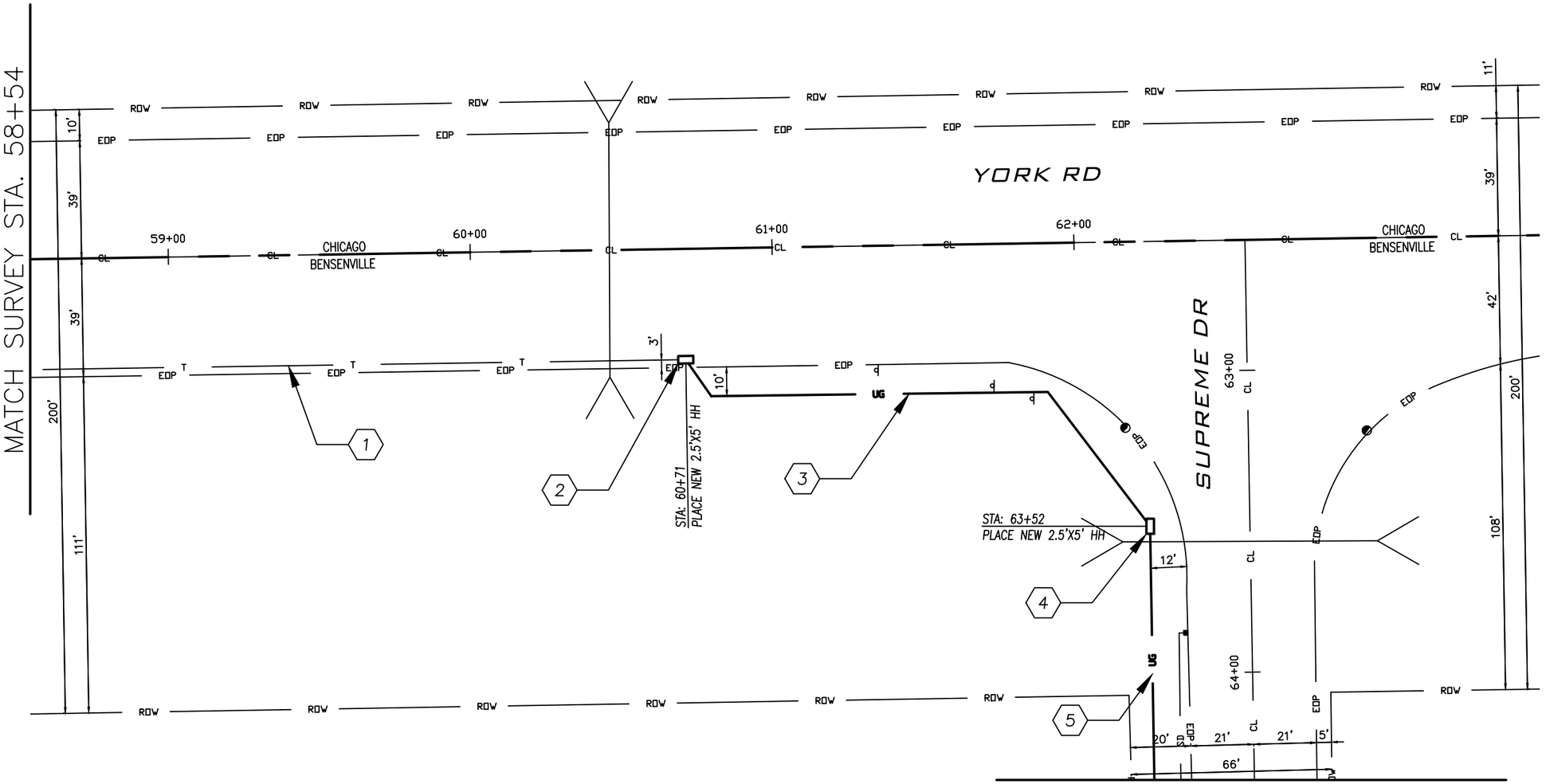
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____

SHEET 10 OF 29

FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

1. PULL THROUGH EXUSTING AT&T DUCT 217' CODE 410
2. PL. 2.5' X 5' HANDHOLE
3. PL. 182' 1-2" HDPE CODE 600
4. PL. 2.5' X 5' HANDHOLE
5. PL. 84' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

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NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	266'
210	266'
240	2 EA
410	217'

MCImetro ACCESS TRANSMISSION SERVICES, LLC

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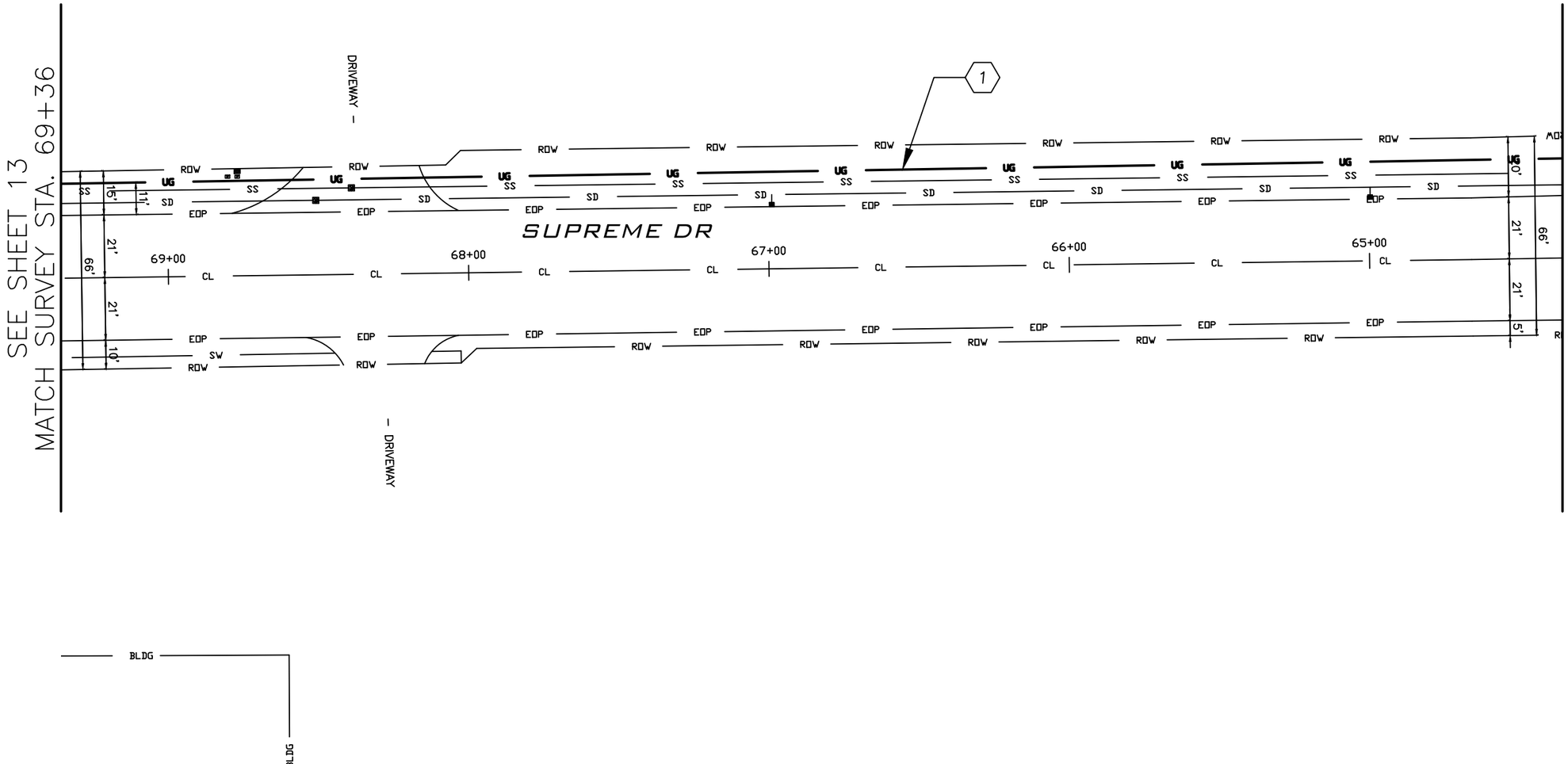
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP ____ TO MP ____

SHEET 11 OF 29

FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

1. PL. 500' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

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LEDCOR GROUP

NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	500'
210	500'

MCimetro ACCESS TRANSMISSION SERVICES, LLC
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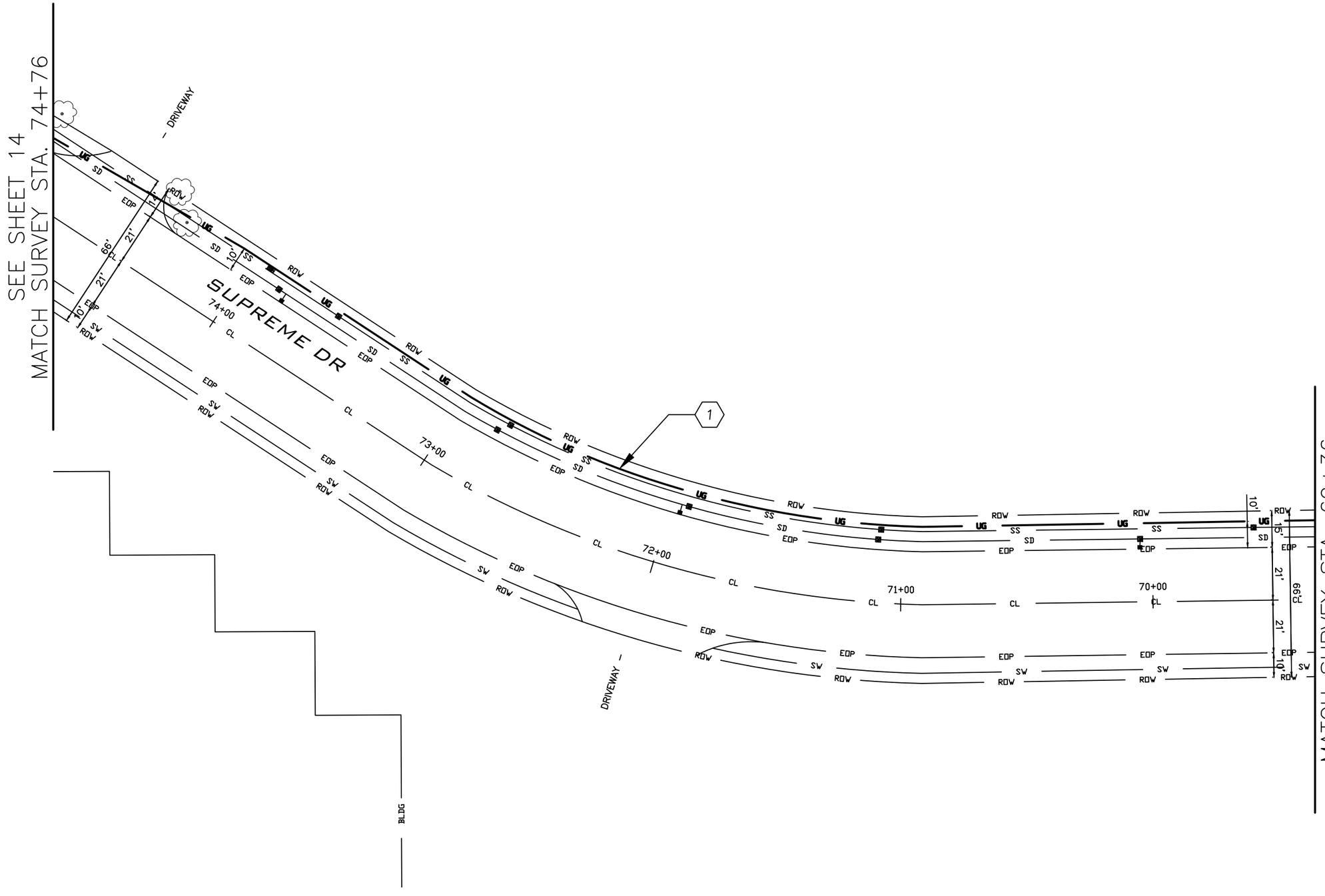
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP ____ TO MP ____
SHEET 12 OF 29
FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

(1) PL. 539' 1-2" HDPE
CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

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NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	539'
210	539'

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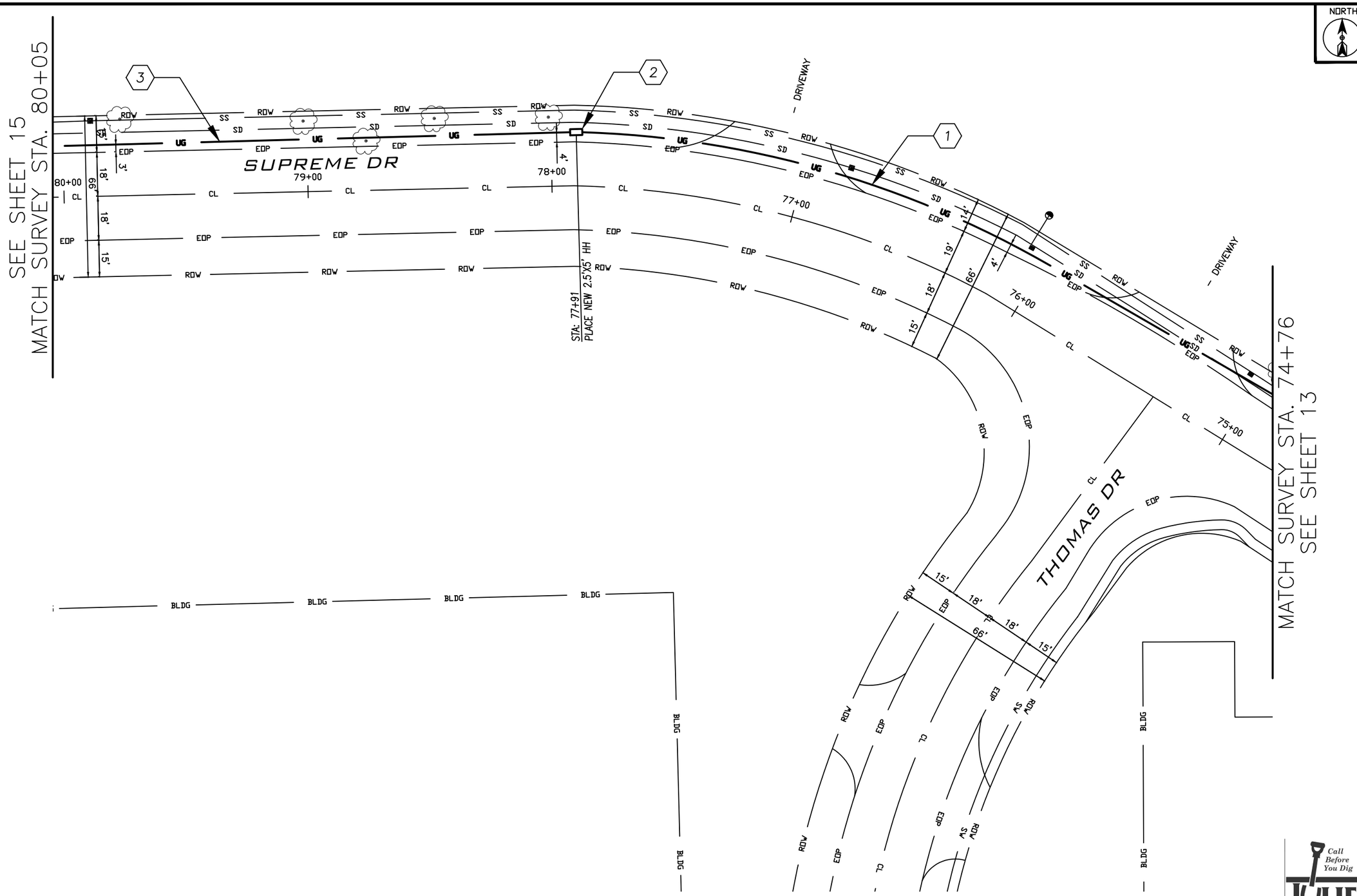
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 13 OF 29
FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

1. PL. 309' 1-2" HDPE CODE 600
2. PL. 2.5' X 5' HANDHOLE
3. PL. 215' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

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NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	524'
210	524'
240	1 EA

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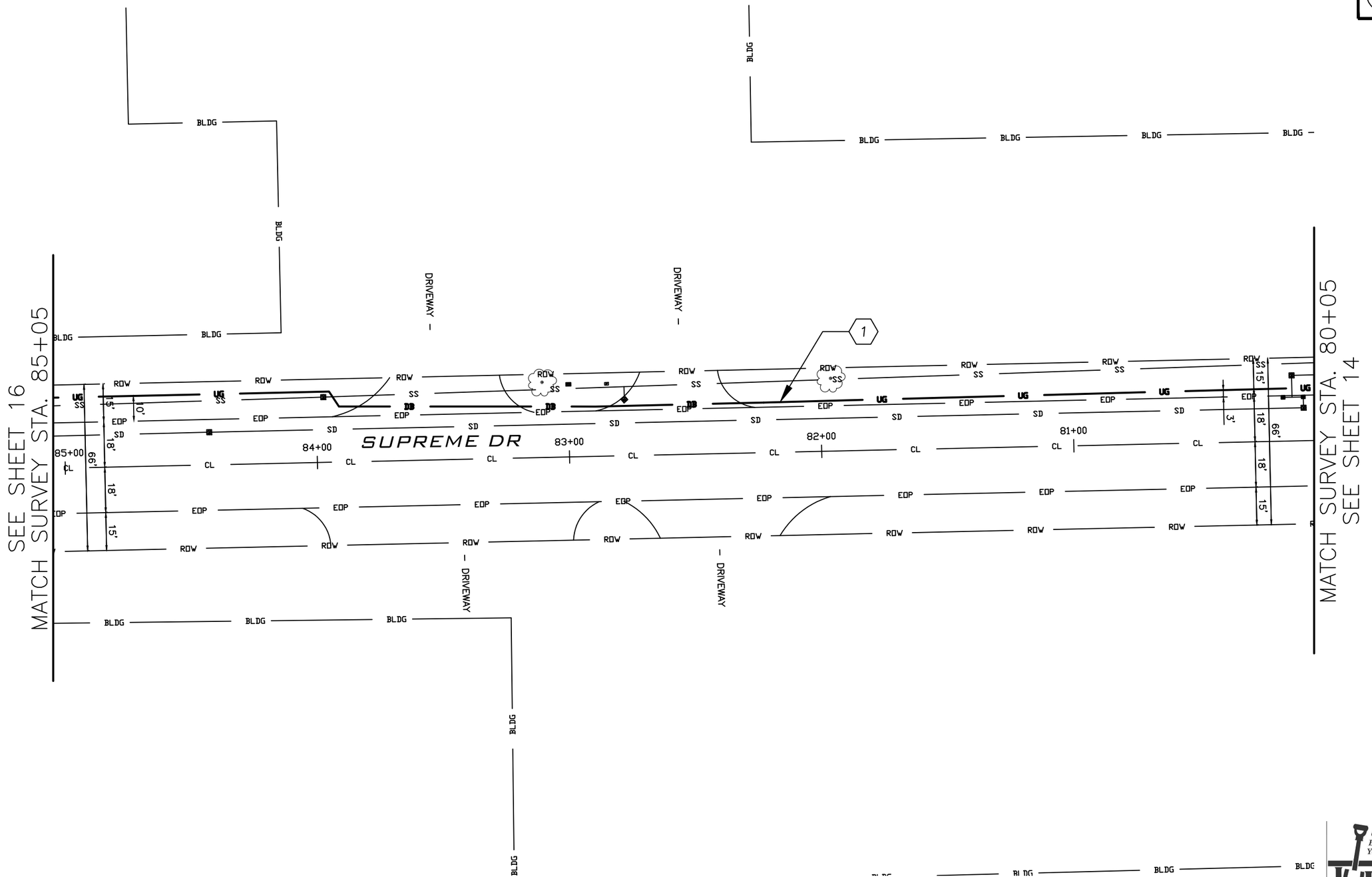
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 14 OF 29
FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

1. PL. 503' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

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LEDCOR GROUP

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	503'
210	503'

MCImetro ACCESS TRANSMISSION SERVICES, LLC
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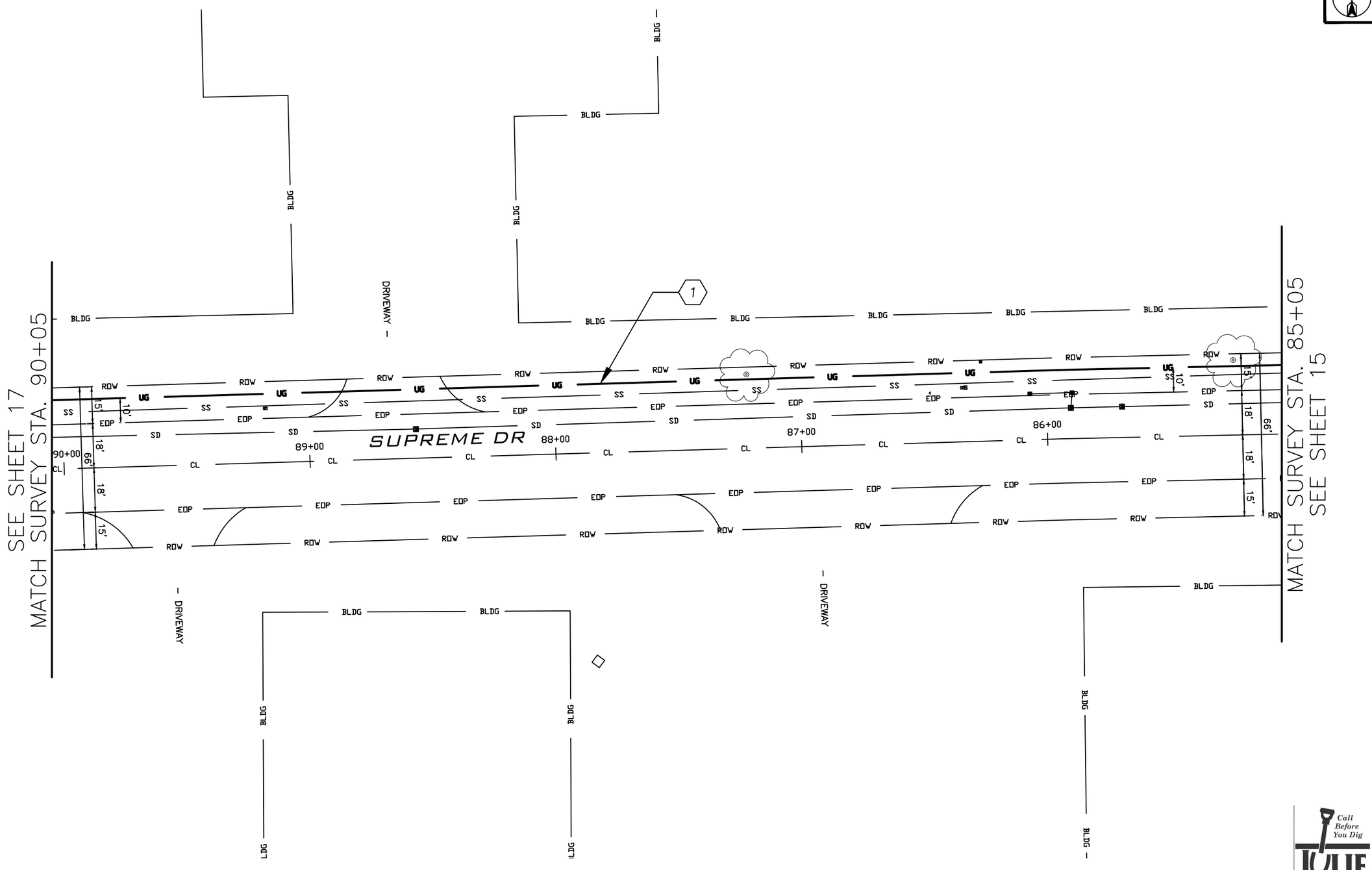
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 15 OF 29
FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

(1) PL. 500' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

PROJECT:

UG_PERMIT_3200-02(A)

BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	500'
210	500'

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SCALE

HORIZONTAL: 1"=40'

VERTICAL: 1"=40'

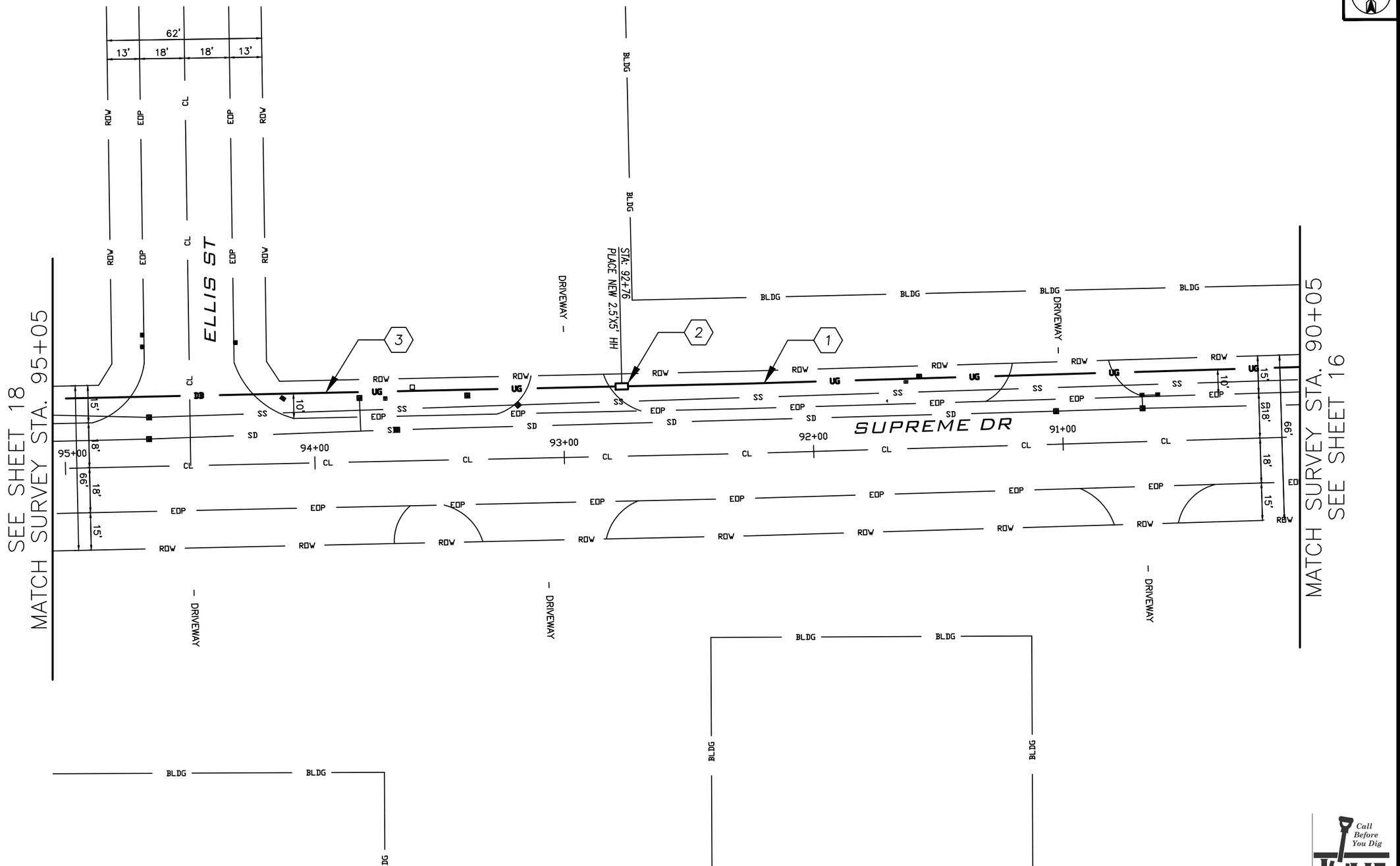
MP _____ TO MP _____

SHEET 16 OF 29

FILE: UG_PERMIT_3200-02(A)

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

LEDCOR GROUP



CONSTRUCTION NOTES

1. PL. 272' 1-2" HDPE CODE 600
2. PL. 2.5' X 5' HANDHOLE
3. PL. 228' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

LEDCOR GROUP

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	500'
210	500'
240	1 EA

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

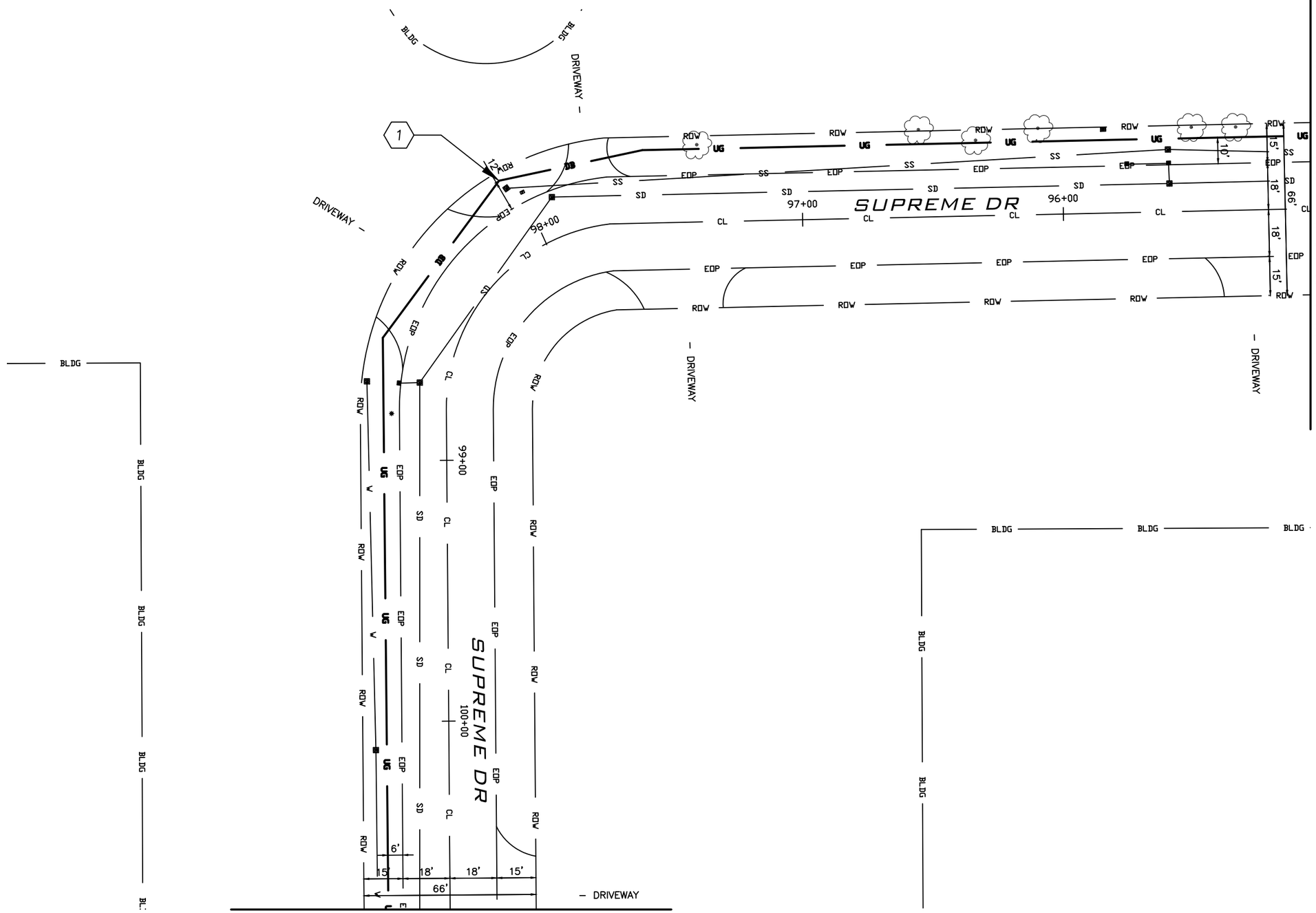
REVISIONS

DATE	DESCRIPTION	INITIAL

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES, INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 17 OF 29
FILE: UG_PERMIT_3200-02(A)



PROJECT:

UG_PERMIT_3200-02(A)

BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	607'
210	607'

MCImetro ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018

ENGINEER: LEDCOR GROUP

DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

SCALE

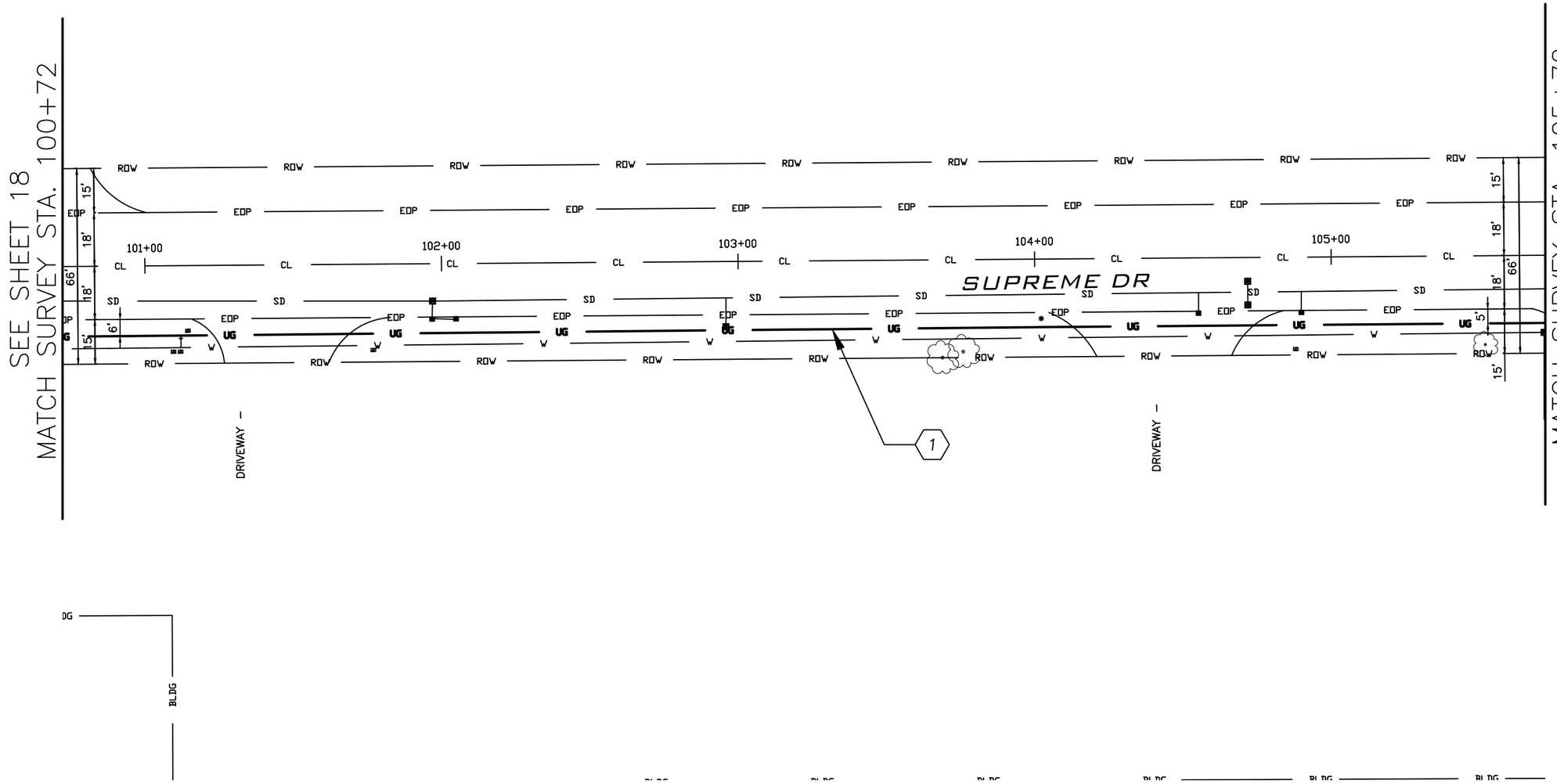
HORIZONTAL: 1"=40'

VERTICAL: 1"=40'

MP _____ TO MP _____

SHEET 18 OF 29

FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

(1) PL. 500' 1-2" HDPE
CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	500'
210	500'

MCImetro ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

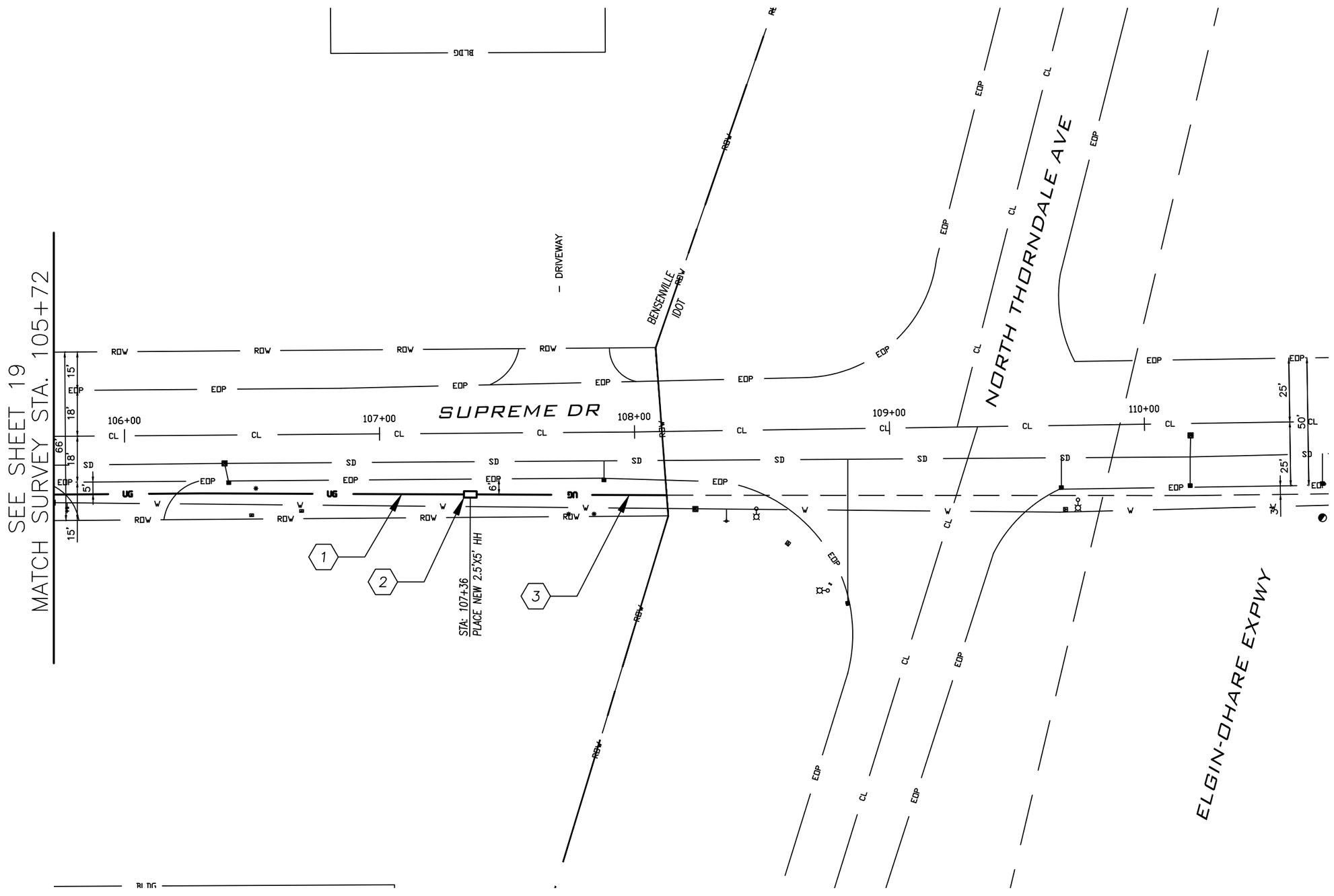
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP ____ TO MP ____

SHEET 19 OF 29

FILE: UG_PERMIT_3200-02(A)

LEDCOR GROUP



CONSTRUCTION NOTES

1. PL. 163' 1-2" HDPE CODE 600
2. PL. 2.5' X 5' HANDHOLE
3. PL. 77' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

LEDCOR GROUP

NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	240'
210	240'
240	1 EA

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

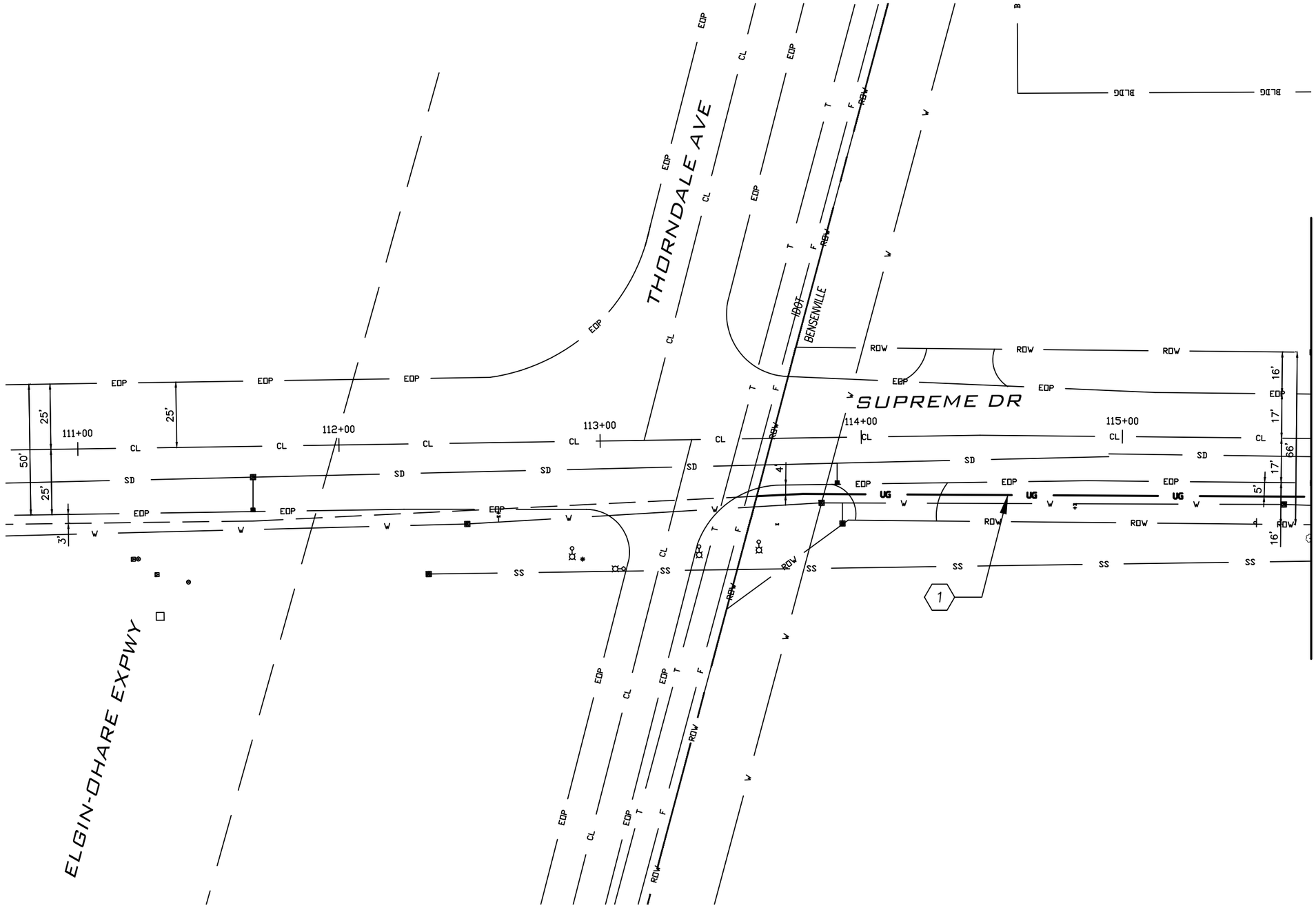
REVISIONS

DATE	DESCRIPTION	INITIAL

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES, INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 20 OF 29
FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

(1) PL. 212' 1-2" HDPE
CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

LEDCOR GROUP

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	212'
210	212'

MCImetro
ACCESS TRANSMISSION SERVICES, LLC

OUTSIDE PLANT CONSTRUCTION

TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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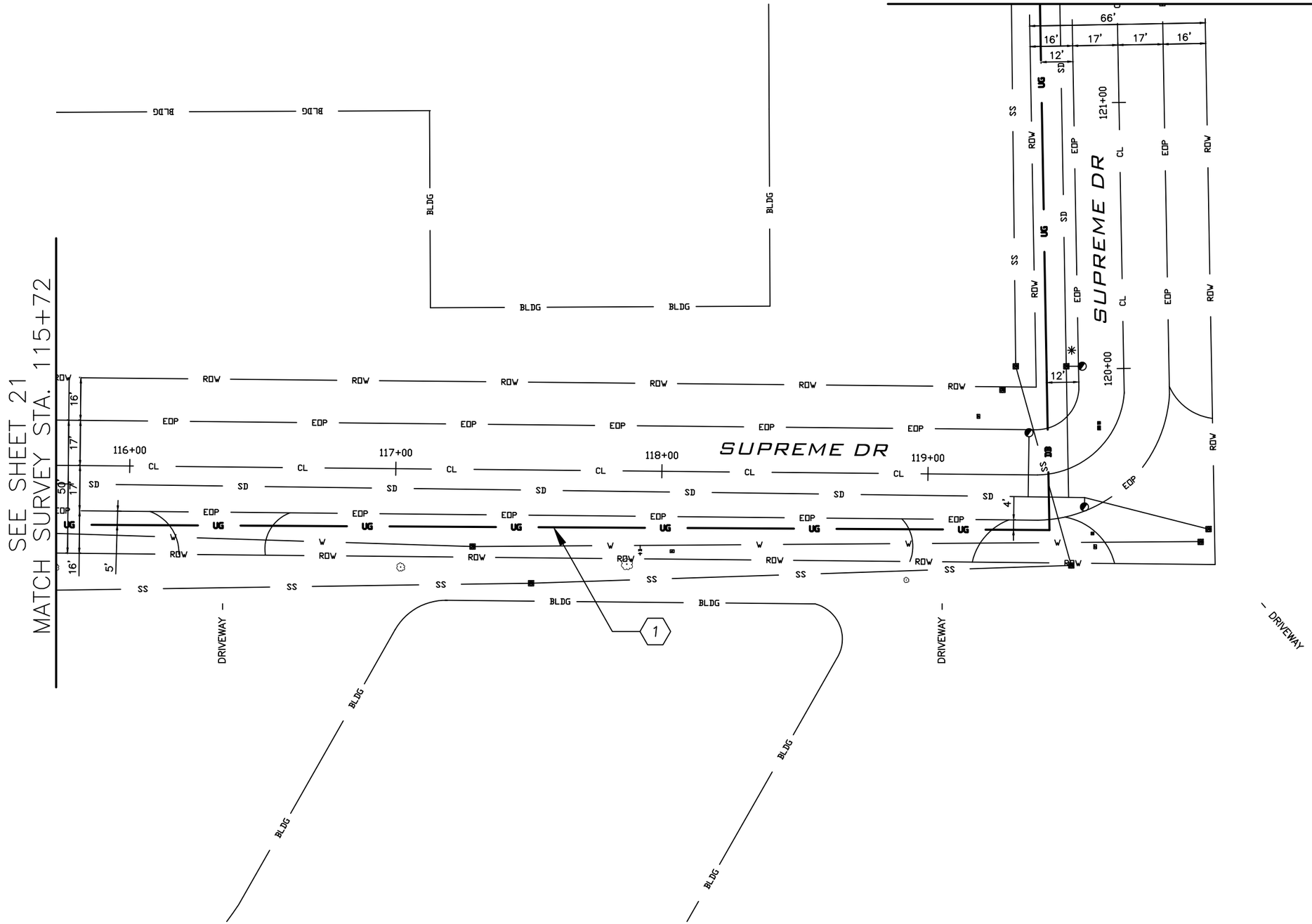
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____

SHEET 21 OF 29

FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

(1) PL. 571' 1-2" HDPE
CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

NORTH

0' 1/2" 1"
0' 20' 40'
SCALE

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

LEDCOR GROUP

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	571'
210	571'

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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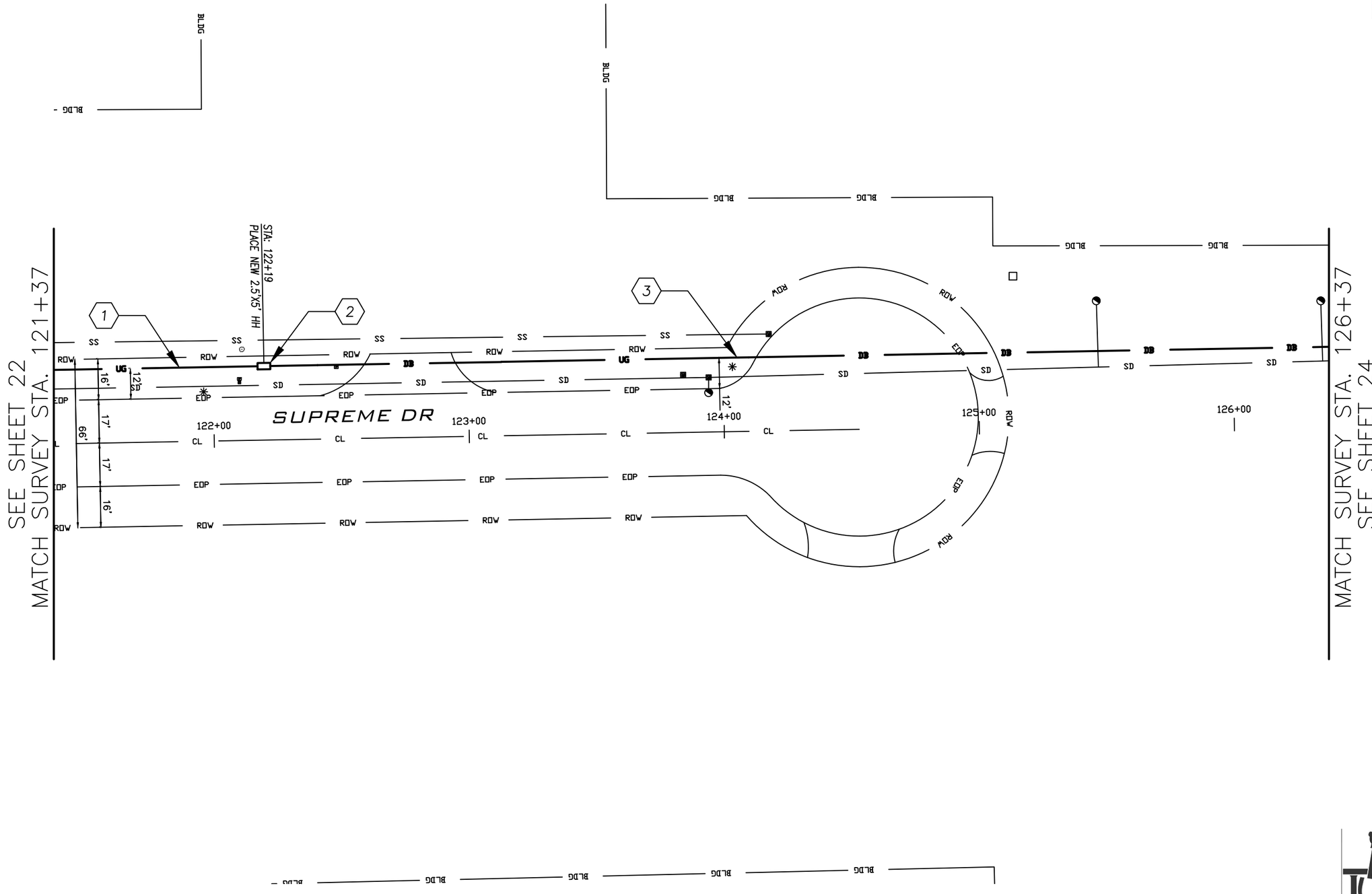
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP ____ TO MP ____
SHEET 22 OF 29
FILE: UG_PERMIT_3200-02(A)



CONSTRUCTION NOTES

1. PL. 82' 1-2" HDPE CODE 600
2. PL. 2.5' X 5' HANDHOLE
3. PL. 418' 1-2" HDPE CODE 600

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	500'
210	500'
240	1 EA

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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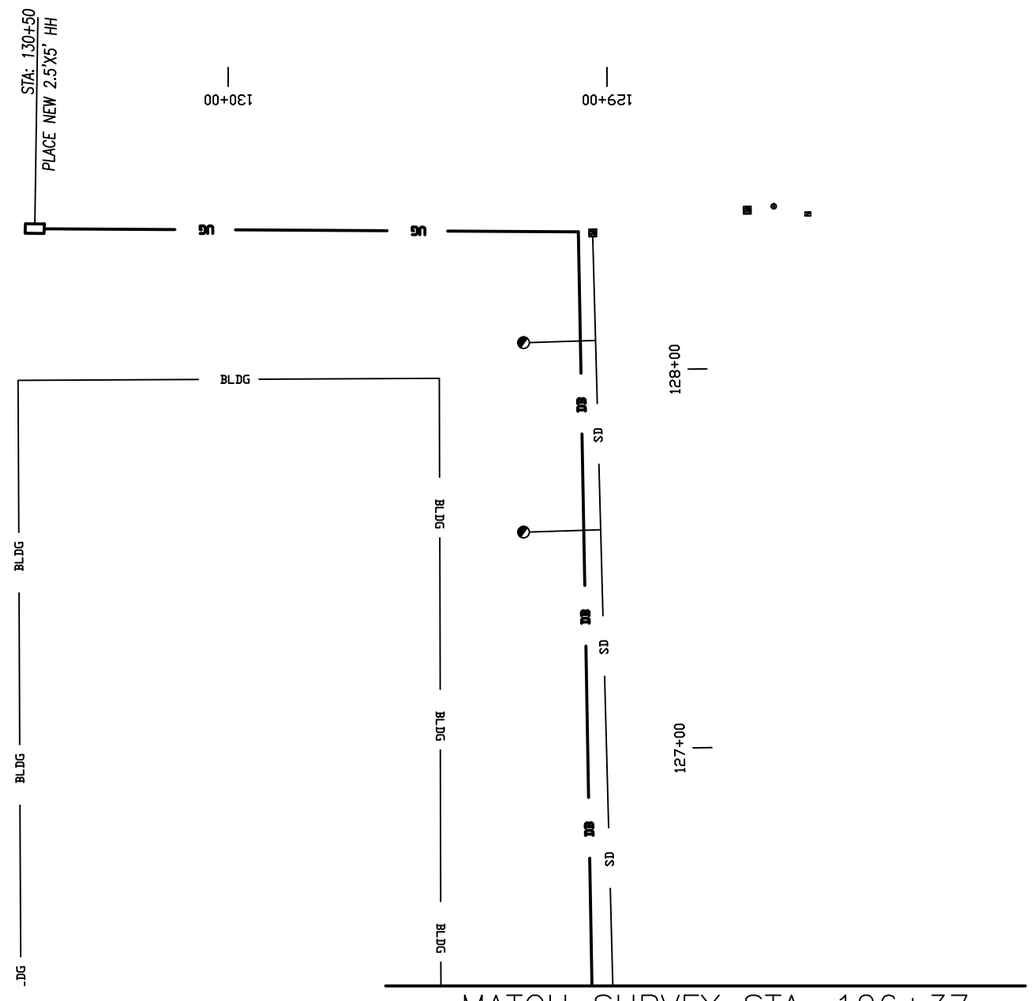
Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP ____ TO MP ____
SHEET 23 OF 29
FILE: UG_PERMIT_3200-02(A)



MATCH SURVEY STA. 126+37
SEE SHEET 23

CONSTRUCTION NOTES

1. PL. 343' 1-2" HDPE CODE 600
2. PL. 2.5' X 5' HANDHOLE

SEE SHEET 7

- ADDITIONAL NOTES
- PUBLIC UTILITY NOTE
- BORE DETAIL
- TRENCH DETAIL

0' 1/2" 1"
0' 20' 40'
SCALE

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123

NORTH

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY
600	343'
210	343'
240	1 EA

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE: 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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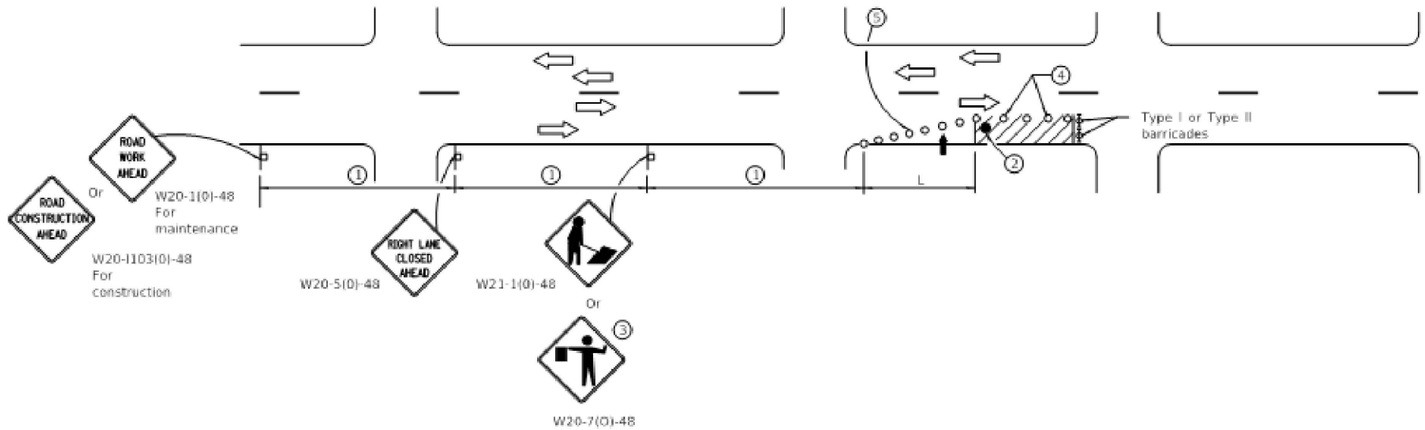
SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 24 OF 29
FILE: UG_PERMIT_3200-02(A)



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign.

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph.
3. Use flagger sign only when flagger is present.
4. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
5. Cones, drums or barricades at 20' (6 m) centers in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1 2015
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1 2015
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-15	Renamed standard. Moved
	case on Sheet 2 to new
	Highway Standard.
1-1-14	Revised workers sign
	number to agree with
	current MUTCD.

URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701606-10

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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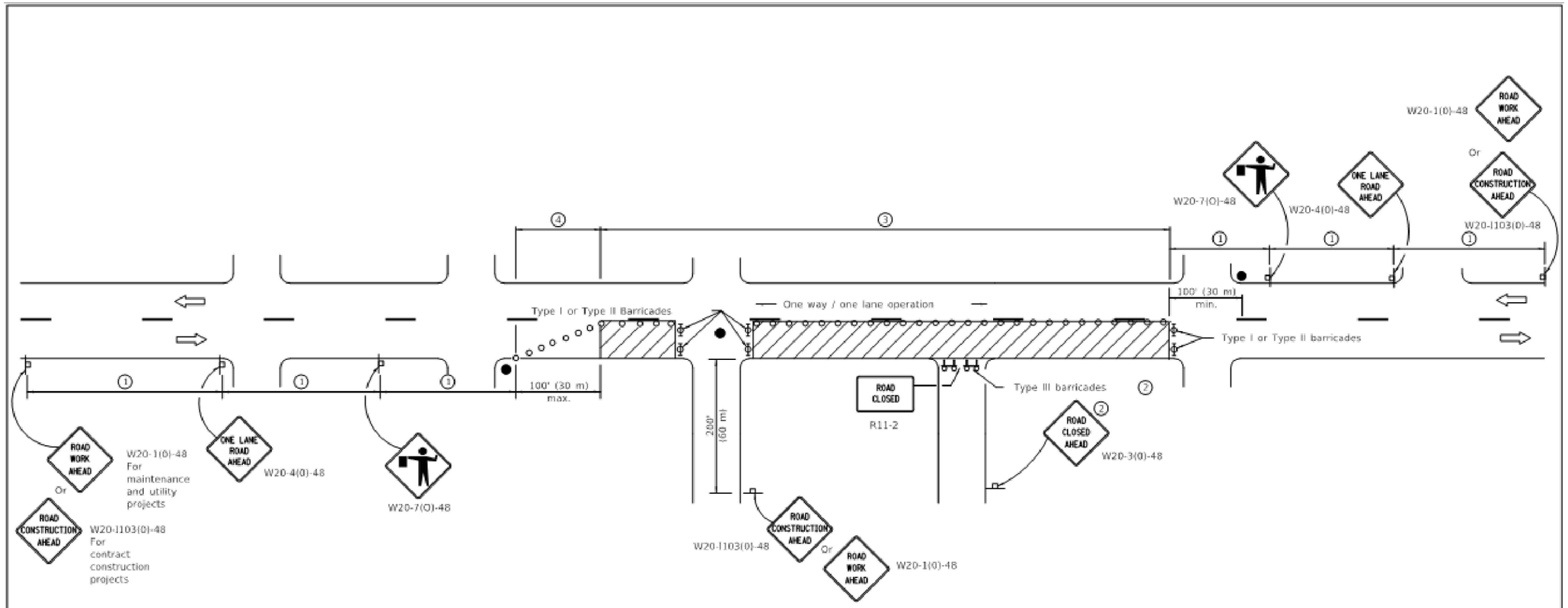
SCALE
HORIZONTAL: NTS
VERTICAL: NTS
MP _____ TO MP _____
SHEET 25 OF 29
FILE: UG_PERMIT_3200-02(A)



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. For approved sideroad closures.
3. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
4. Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2011
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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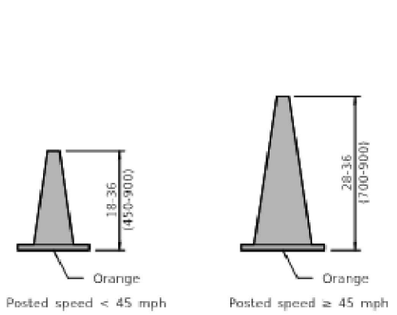
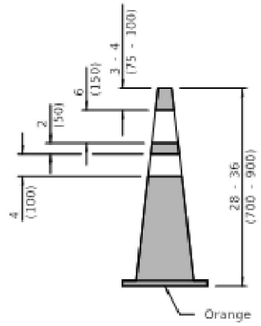
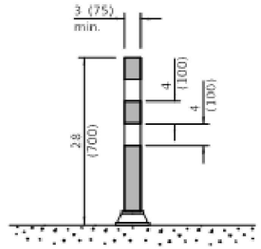
SCALE
HORIZONTAL: NTS
VERTICAL: NTS
MP ____ TO MP ____
SHEET 26 OF 29
FILE: UG_PERMIT_3200-02(A)



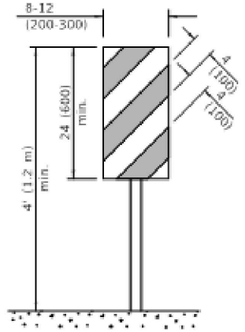
CONE FOR DAYTIME



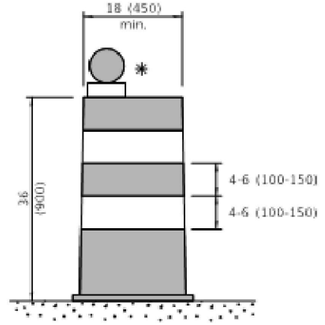
REFLECTORIZED CONE FOR NIGHTTIME



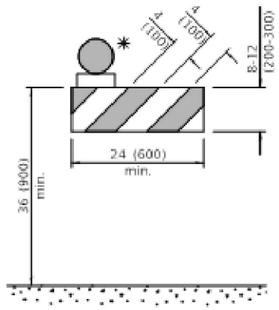
TUBULAR MARKER



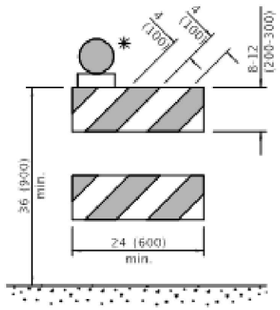
VERTICAL PANEL
POST MOUNTED



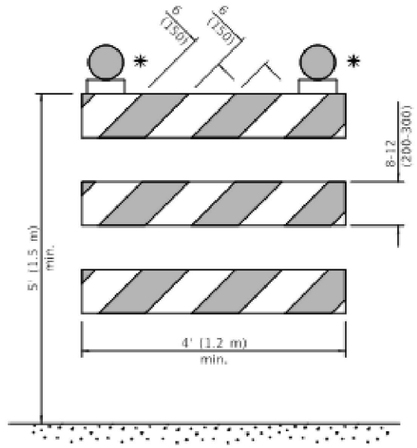
DRUM



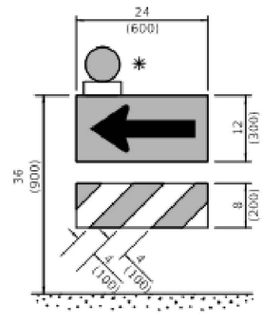
TYPE I BARRICADE



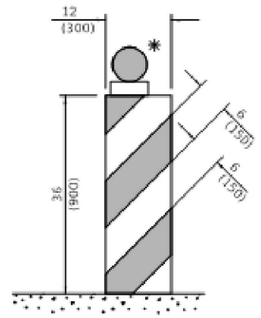
TYPE II BARRICADE



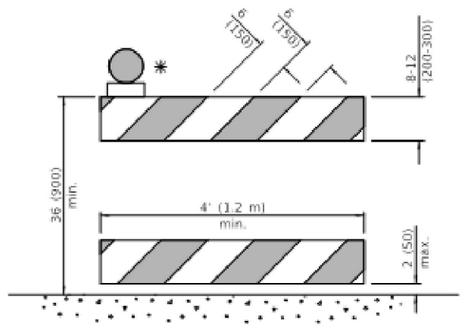
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

✱ Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 3, 2018
ENGINEER OF OPERATIONS

APPROVED January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 11-97

DATE	REVISIONS
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from
	orange to white background.
1-1-17	Changed FLEXIBLE DELINEATOR
	to TUBULAR MARKER.

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

STANDARD 701901-07

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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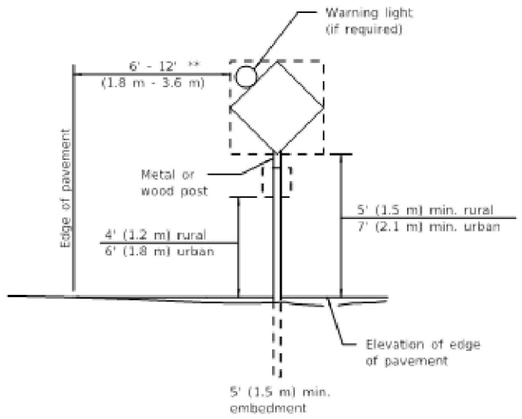
SCALE
HORIZONTAL: NTS
VERTICAL: NTS

MP _____ TO MP _____

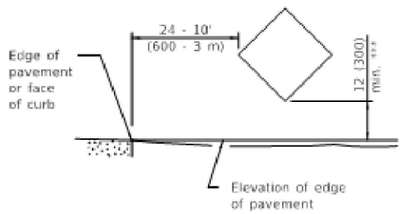
SHEET 27 OF 29

FILE: UG_PERMIT_3200-02(A)



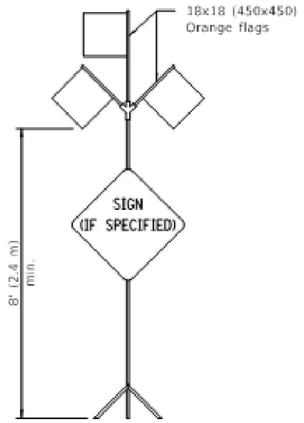
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

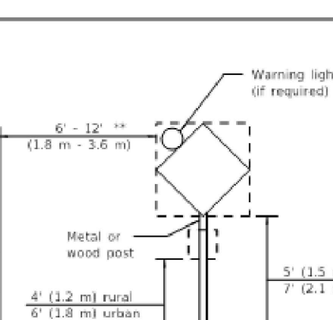


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



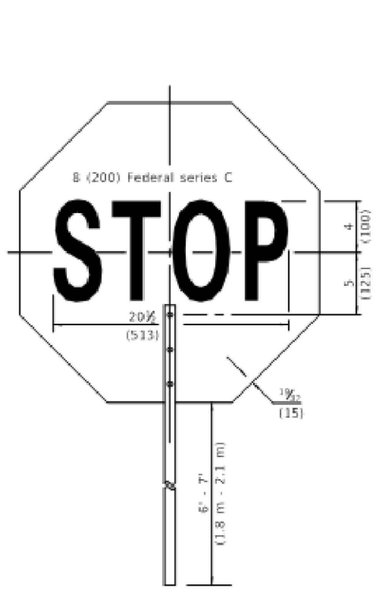
HIGH LEVEL WARNING DEVICE

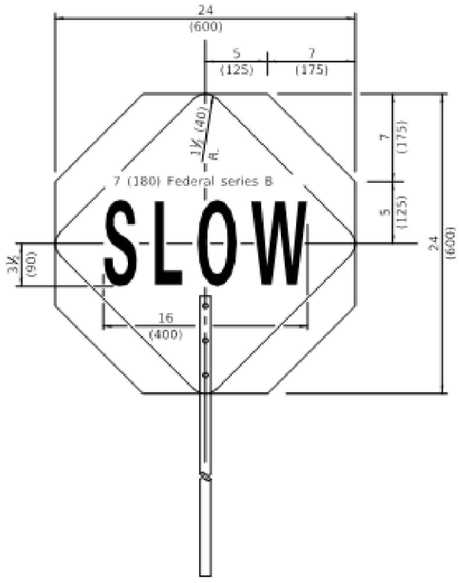


W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.





FLAGGER TRAFFIC CONTROL SIGN

ROAD CONSTRUCTION NEXT X MILES — G20-I104(0)-6036

END CONSTRUCTION — G20-I105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

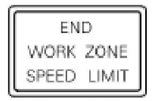
W21-III5(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-I108p shall only be used along roadways under the jurisdiction of the State.

Illinois Department of Transportation

PASSED January 3, 2018
ENGINEER OF OPERATIONS

APPROVED January 3, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 11-97

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-07

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

DATE	DESCRIPTION	INITIAL

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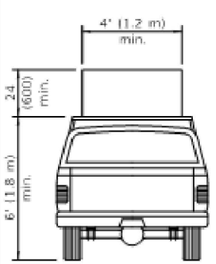
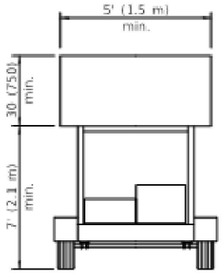
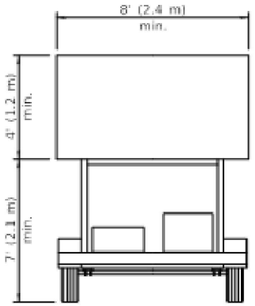
SCALE
HORIZONTAL: NTS
VERTICAL: NTS
MP ____ TO MP ____
SHEET 28 OF 29
FILE: UG_PERMIT_3200-02(A)



TYPE A ROOF MOUNTED

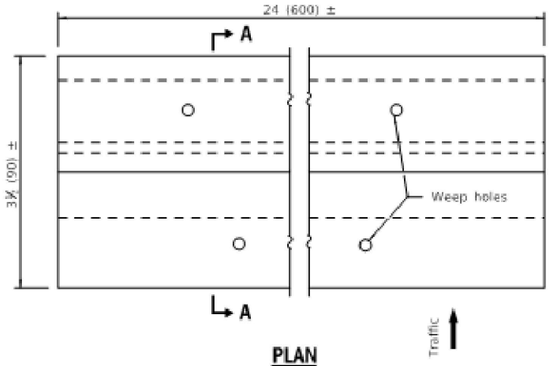


TYPE B ROOF OR TRAILER MOUNTED

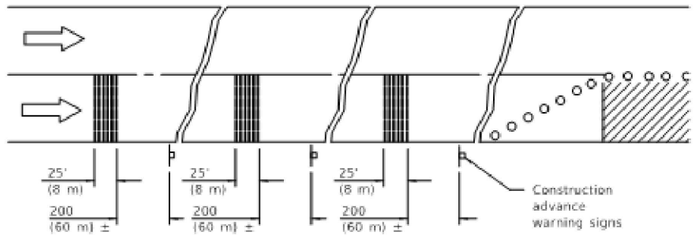


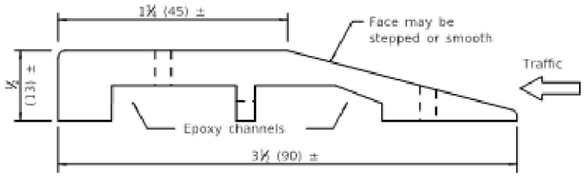
TYPE C TRAILER MOUNTED

ARROW BOARDS

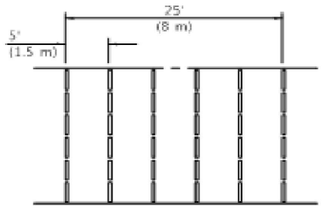


PLAN



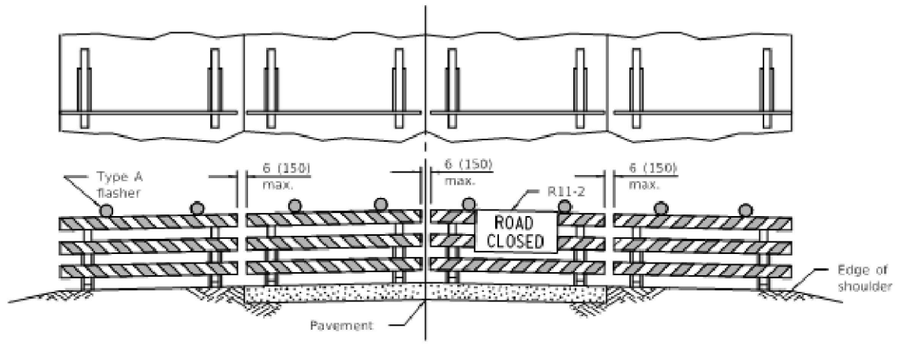


SECTION A-A



TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

Illinois Department of Transportation

PASSED January 1, 2018
ENGINEER OF OPERATIONS

APPROVED January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-07

PROJECT:
UG_PERMIT_3200-02(A)
BENSENVILLE, IL

CLARIFICATION NO.	QUANTITY

MCImetro ACCESS TRANSMISSION SERVICES, LLC
OUTSIDE PLANT CONSTRUCTION
TITLE: UG_PERMIT_3200-02(A)

DATE 4/25/2018
ENGINEER: LEDCOR GROUP
DRAWN BY: W. LISH

REVISIONS

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SCALE
HORIZONTAL: NTS
VERTICAL: NTS
MP _____ TO MP _____
SHEET 29 OF 29
FILE: UG_PERMIT_3200-02(A)

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	August 21, 2018

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Design Engineering Services Contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. in the Not-to-Exceed Amount of $437,323.26

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

- X *Financially Sound Village*
- X *Quality Customer Oriented Services*
- X *Safe and Beautiful Village*
- X *Enrich the lives of Residents*
- *Major Business/Corporate Center*
- *Vibrant Major Corridors*

COMMITTEE ACTION: COW

DATE: August 21, 2018

BACKGROUND:
The Village of Bensenville currently provides Lake Michigan water to the unincorporated residents of the White Pines subdivision. The existing water main has passed its useful life and has experienced repeated water main breaks and infrastructure failures in the past ten years. The existing water mains reside mostly in the rear yards of the properties and are very difficult to access for maintenance and repair. Replacement and relocation of the water mains and other water distribution infrastructure is necessary.

KEY ISSUES:
The history behind efforts to perform a project to replace the water system in White Pines is vast. Rate increases and surcharges to the water bills have been proposed and partially implemented. The previous administration and DuPage County made attempts to move forward with the project.The current directive is to design and construct the upgraded water system.

Christopher B. Burke Engineering, Ltd. (CBBEL) has been involved with the design and research of this project since 2008. Staff believes it would be in the best interest of the Village to retain the services of CBBEL once again to build upon any research previously performed. The scope of work on the proposed agreement includes: IEPA Loan Assistance, existing conditions verification, supplemental topographic survey, geotechnical investigation, corrosion control and protection design study, utility coordination, development of pre-final and final plans, specs and estimates, development of a stormwater pollution prevention plan, bidding assistance, attendance at project meetings, property owner coordination assistance, and construction support. The total cost of the proposed agreement for these tasks is $352,888.21.

Due to the anticipation of rerouting private service lines from the rear of homes to the right-of-way in the front of homes, staff also requested optional tasks that include private property reconnaissance (drone video) and design of improvements on private property. Staff feels that performing this research and design ahead of project bidding will yield fewer surprises in the field and a better bid price for service line replacements. The cost of these two additional tasks is $84,435.05

A third optional task was requested that will we do not intent to utilize. This task was included in the event the soils in the area are shown to be corrosive in nature. Soils are to be tested as part of Task 5 of the base scope. Should corrosive soils be found, we would intent to utilize zinc coated ductile iron pipe in lieu of cathodic protection on the pipe network.

The recommended total cost for the design engineering is $437,323.26

Based on preliminary estimates the project is approximately $7,100,000 including design and construction engineering costs, CBBEL's not-to-exceed proposal of $437,323.26 is approximately 6.2% of the Engineer's estimated cost for the project. Design engineering costs typically fall in the 7-10% range.

The scope of work consists improvements along Church Rd, Forest view Dr, White Pines Rd, Red Oak St, Crest Ave, 3rd Ave, IL-83, Briar Ln, Pine Grove Ave, Ridgewood Ave, Hawthorne Ave, Woodland Ave, Fischer Dr and Frontage Rd.

ALTERNATIVES:

1. Base bid - $352,888.21
2. Base bid plus recommended alternatives - $437,323.26
3. Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the engineering services agreement with CBBEL in the not-to-exceed amount of $437,323.26.

BUDGET IMPACT:

This item will be billed against the Unincorporated Utility fund account number 51500000 - 536510

ACTION REQUIRED:

Approval of a Resolution authorizing the execution of a Design Engineering Services Contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. in the not-to-exceed amount of $437,323.26.

ATTACHMENTS:

Description	Upload Date	Type
Res - White Pines Design Proposal	8/15/2018	Resolution Letter
Location Map	11/18/2014	Backup Material
ESA - White Pines Design Proposal	8/15/2018	Backup Material

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A DESIGN ENGINEERING SERVICES CONTRACT FOR THE WHITE PINES WATER MAIN REPLACEMENT PROJECT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN THE NOT-TO-EXCEED AMOUNT OF $437,323.26

WHEREAS the Village of Bensenville provides Lake Michigan water to the residents of the White Pines Subdivision, and

WHEREAS the water distribution system within the White Pines Subdivision has passed its useful life and must be replaced, and

WHEREAS the Village desires to replace and upgrade the water system within the White Pines Subdivision, and

WHEREAS Christopher B. Burke Engineering, Ltd. (CBBEL) assisted the Village in the past on this project, and

WHEREAS CBBEL is the most qualified firm to perform design engineering for the Project, and

WHEREAS CBBEL submitted a proposal that included a base scope of work that includes thirteen tasks: IEPA Loan Assistance, existing conditions verification, supplemental topographic survey, geotechnical investigation, corrosion control and protection design study, utility coordination, development of pre-final and final plans, specs and estimates, development of a stormwater pollution prevention plan, bidding assistance, attendence at project meetings, property owner coordination assistance, and construction support, and

WHEREAS CBBEL has submitted a proposal in the not-to-exceed amount of $352,088.21 for these base tasks, and

WHEREAS the Village has requested two additional optional tasks that include private property reconnaissance (drone video) and design of improvements on private property, and

WHEREAS CBBEL has submitted a proposal in the not-to-exceed amount of $84,435.05 for these two additional tasks, and

WHEREAS the total recommended cost of the contract is $437,323.26.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the execution of a design engineering services contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. of Rosemont, IL in the amount of $437,323.26, and

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated August 28, 2018.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

White Pines Area Water Mains

N

- Existing Water Mains
- White Pines SSA New Water Main
- Water Main to be Abandoned
- New Service Existing Main
- New Service New Main
- Existing Service New Main
- Massel_Unincorporated
- Massel_Incorporated

2ND AV
BRIAR LN
RIDGEWOOD AV
HAWTHORNE AV
2ND CT
CHURCH RD
3RD AV
CREST AV
RED OAK ST
WHITE PINE RD
PINE GROVE AV
WOODLAND AV
FOREST VIEW RD
MASSEL CT
RODECK LN

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 15, 2018

Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Attention: Mr. Joe Caracci, PE – Director of Public Works

Subject: Proposal for Professional Final Design Engineering Services
White Pines Water Main Rehabilitation
Village of Bensenville, Illinois

Dear Mr. Caracci:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to perform professional final design engineering services related to the design of the White Pines Water Main Rehabilitation project, assistance with IEPA low-interest loan application process, preparation of bidding documents for the subdivision-wide water system improvement project and assistance with bidding services for the Village of Bensenville.

Below is our Understanding of Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

It is our understanding that the Village wishes to rehabilitate the existing water main system located within the White Pines Subdivision due to its failing condition. The White Pines Subdivision is bounded by Third Avenue (Jefferson Street) on the north, Church Road on the east, IL Route 83/Frontage Road on the west and Forest View Road/Woodland Avenue on the south. The existing system is failing at an increasing rate and the existing main locations within the rear yards makes repairs difficult to perform and expensive to restore. The White Pines Subdivision is unincorporated DuPage County (County) but is served by the Village water distribution system. We understand that the Village is planning to finance the project by obtaining an IEPA low-interest loan through the Public Water Supply Loan Program (PWSLP).

The Village is seeking professional engineering services to complete the IEPA low-interest loan application process and prepare construction plans, specifications, cost

estimates and bidding documents and provide bidding assistance services for the water main rehabilitation project.

CBBEL understands that the project will not encroach on any Special Management Areas and therefore a permit from DuPage County will not be required. Additionally, we assume that the project will not be required to impact the Forest Preserve-owned lot on the east side of IL Route 83.

SCOPE OF SERVICES

Based on our Understanding of Assignment, CBBEL proposes to provide the following Scope of Services:

DESIGN ENGINEERING

Task 1: IEPA Loan Application Assistance and Coordination: CBBEL will prepare and submit a Funding Nomination form for the project, in accordance with IEPA requirements.

CBBEL will update the Water Supply Project Plan that was submitted to IEPA in January 2015. Comments were received from IEPA in June 2015. CBBEL will address IEPA comments and prepare a comment response letter. The report will also need to be revised to reflect the scope of the proposed project as well as current existing conditions, environmental investigations, water system data, financial impacts/payment and implementation schedule.

CBBEL will also assist the Village in preparing and submitting the loan application documents required under the IEPA Loan Program. This includes the Loan Application and documents required to be submitted with the application, including documentation on the user charge system (OM&R, water ordinance and rates), dedicated source of revenue for debt obligations and debt ordinance.

CBBEL will prepare the submittals to the agencies identified in the IEPA Environmental Checklist for Loans to obtain the required environmental sign-offs which include the State Historic Preservation Office and Illinois Department of Natural Resources. This task will also include the submittals to the IEPA including any follow-up in response to any questions/comments that are received from the agencies.

A substantial amount of coordination with the IEPA throughout the project is anticipated to be required as the project is developed in accordance with IEPA loan requirements. CBBEL will work diligently with the IEPA on behalf of the Village to exchange project information, complete and submit requested forms and other data and support adherence to the proposed project schedule. CBBEL will work with IEPA to provide the necessary information and facilitate approvals of various forms and checklists that are required for loan approval.

Task 2 – Existing Conditions Verification: CBBEL will conduct a site review of the project area to assess existing project conditions, photograph/document key site features and conditions and notify the Village of anticipated design/construction issues. This task will also include walking the entire project limits with the topographic survey that was completed in 2008 and supplemented in 2016 for the project to identify any existing improvements or features that have changed substantively. Supplemental topographic survey will be performed in these areas as outlined in Task 3.

Task 3 – Supplemental Topographic Survey: CBBEL originally surveyed the majority of the subdivision in 2008 and performed supplemental survey work in 2016. Based on the findings of the field and data review, CBBEL will perform additional topographic survey to pick up project areas that have been improved/modified subsequent to the prior surveys. Among other locations to be identified by the effort included in Task 2, we anticipate needing to survey Church Street at the points of new water main connections and the east side of the intersection of 3rd Avenue and IL Route 83, as both areas have been improved since the prior surveys.

Survey of Massel Court is excluded from this task. **Survey of residential lots and other private property is excluded from this task.**

CBBEL will combine survey information from this task with the topographic survey previously completed, to provide a comprehensive, seamless existing conditions base map for the design documents.

We have budgeted five (5) days of field work by one (1) survey crew and five (5) days of office calculations/drafting for this task. If extensive deviations from the prior surveys are observed, CBBEL will notify the Village to discuss whether completion of a new survey of the entire project limits is warranted. New survey of the entire project limits would be completed as part of a separate contract or amendment to this contract.

Task 4 – Geotechnical Investigation: CBBEL's subconsultant, Testing Service Corporation (TSC) will obtain five (5) additional soil borings to determine the existing cross-section of the pavements and subsurface soil conditions within the project area. Borings will be drilled to a depth of approximately eight (8) feet. TSC will prepare a report describing existing soil conditions and make recommendations for remediation. The report will be performed by a soils engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. TSC will perform investigation and testing work necessary to substantiate completion of IEPA Form LPC-662 or LPC-663. This work will include collection/preservation of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). If PIPs are not present, TSC will perform the requisite pH test and provide the Village with the documentation necessary to sign Form LPC-662. If PIPs are identified, TSC will perform the additional required testing and provide signed LPC-663 forms to the Village for use during

construction. TSC will provide a list of dump sites that will accept the material identified in the PIP. The list shall be included in the Geotech report.

The soil borings taken on 3rd Avenue, IL Route 83 and IL Route 83 Frontage Road will also be tested for corrosion-related parameters as needed to complete Task 5.

Task 5 – Corrosion Control and Protection Design Study: CBBEL will coordinate with our subconsultant, Corrpro, to prepare a corrosion control design study, including cathodic protection, and make recommendations with respect to a feasible corrosion control and protection approach. The extents of the corrosion control and protection study will be limited to 3rd Avenue, IL Route 83 and IL Route 83 Frontage Road.

Task 6 – Utility Coordination: CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will design the proposed improvements to minimize utility conflicts and will coordinate with all utility companies to resolve conflicts and facilitate relocation of utilities as required for the construction of the Village's project.

Task 7 – Pre-Final Plans, Specifications and Estimate (75%): CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with Village and IDOT design criteria.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village and any review agencies for review.

The plans will provide pay items and typical details for water service work to be completed on private property, **but detailed design of improvements on private property, and any work related to easement acquisition, are excluded from this scope.**

CBBEL will submit a permit application to IEPA for the construction of water main improvements. A permit will be obtained from IDOT for work within the IL Route 83 and IL Route 83 Frontage Road rights-of-way. A permit, if required, will be obtained from Addison Township for work to be completed within rights-of-way over which they have jurisdiction. The permit applications will be submitted in a timely manner to facilitate expeditious construction.

Task 8 – Bid Plans, Specifications and Estimate (100%): CBBEL will make revisions to the final submittal based on Village and any review agency final review comments. The requested number of copies of plans and specifications will be submitted the Village and any review agencies for their files. A final estimate of cost and estimate of required

working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format (CAD and PDF).

CBBEL will provide final reproducible drawings and specifications to be issued to prospective bidders.

Task 9 – Stormwater Pollution Prevention Plan (SWPPP): CBBEL will prepare and submit a Notice of Intent (NOI) to the IEPA for the project site. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities, which would be the responsibility of the Village Phase III consultant.

Task 10 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the Village in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 11 – Project Meetings: CBBEL has assumed that three (3) design coordination/review meetings will be required with the Village and/or other project stakeholders. Additionally, CBBEL has assumed that our attendance will be required at three (3) public meetings and one (1) Board meeting related to the design and construction of the project.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

Task 12 – Property Owner Coordination Assistance: CBBEL understands that the Village will serve as the primary point of contact to residents and other property owners within the Village limits as required to obtain access, secure easements, discuss the project, etc. However, it is acknowledged that CBBEL may be requested to assist in coordinating with property owners at various time during project development. Therefore, a budget of **eighty (80) hours** of property owner coordination assistance has been included for this task. Should additional involvement by CBBEL beyond this effort be required, we will notify the Village in advance and obtain approval to complete additional coordination on a Time and Materials or other basis, as mutually agreed to.

Task 13 – Construction Support: CBBEL will provide construction support services as requested by the Village. This effort is anticipated to include review and response to Village design questions, Contractor Requests for Information (RFIs) and other reasonable requests from the Village. We have budgeted **forty (40) hours** for this task. Should additional involvement by CBBEL beyond this effort be required, we will notify the Village in advance and obtain approval to compete additional coordination on a Time and Materials or other basis, as mutually agreed to.

OPTIONAL TASKS

Task O-1 – Private Property Reconnaissance (Drone Survey): This task includes performing reconnaissance of existing conditions in front, rear and side yards of private lots for the purposes of designing a new water services on private lots. This task will be limited to those lots that have existing rear yard water connections that will be moved to a new main constructed in the roadway right-of-way in front of the house as part of the construction project. The reconnaissance will allow us to evaluate potential water service routes and identify impacts to existing improvements such as driveways, patios, decks, pools, trees, landscaping, sheds, fences, etc. so that associated costs can be more accurately quantified and included in the bid documents.

It anticipated that 165 private residential lots will require reconnaissance as part of this task.

To obtain the reconnaissance information in the most economical way possible, CBBEL proposes to fly the areas with a drone, which can be done at a far lower cost than conventional topographic survey and without having to physically enter the property. The drone survey will also provide topographic information that will prove useful for the project. Drone survey is typically not as precise as conventional topographic survey but will be sufficient for the needs of the water service design. CBBEL has used drone survey on several recent projects. Our drone pilot is a licensed airplane pilot and is FAA Part 107 certified.

Due to the project's proximity to O'Hare Airport, a waiver from the FAA will be required to fly the project site. CBBEL will submit the waiver request to FAA. In our experience,

the timeframe for FAA's granting of the waiver takes approximately 90 days, but varies widely depending on the project.

CBBEL will obtain the drone data, process the data and incorporate it into the existing conditions base map.

Task O-2 – Design of Improvements on Private Property: CBBEL will design improvements on private property necessary to facilitate moving water service connections from existing rear yard mains to new mains in the roadway right-of-way in front of the house. This task will include evaluation of potential water service routes from the location the service exits the rear of the house, around the house and to the public right-of-way in the front yard. CBBEL will identify and quantify existing improvements that will be impacted by the proposed water service construction, including driveways, patios, decks, pools, trees, landscaping, sheds, fences, etc. so that associated costs can be more accurately quantified and included in the bid documents.

This task assumes that the Village will provide the location the existing water service exits at the house foundation on each lot, or that the Village will direct CBBEL with regard to an assumed water service location for all lots. CBBEL will not be responsible for identifying locations of existing water services at residential structures.

All proposed work on private property will be incorporated into the pre-final and final contract documents outlined in Tasks 7 and 8.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village and any review agencies for review.

It anticipated that 165 private residential lots will require water service design work as part of this task. We have budgeted four (4) hours of design and plan preparation work per lot for a total effort of 660 hours, which will include design development and route evaluation, sheet setup and preparation of a lot-specific water service routing detail and calculation of water service- and restoration-related quantities and specifications.

Task O-3 – Corrosion Control and Protection Designs, Drawings and Specifications (90%, 100%): If determined to be warranted based on the findings of Task 5 and if directed by the Village, CBBEL will coordinate with our subconsultant, Corrpro, to prepare detailed corrosion control and protection plans, details, schedules, Special Provisions and quantities for inclusion in the overall project contract documents.

PROPOSED FEE

CBBEL proposes to complete the Scope of Work for the below listed fees:

DESIGN ENGINEERING

DESCRIPTION	FEE
Task 1 – IEPA Loan Application Assistance and Coordination	$ 13,056.73
Task 2 – Existing Conditions Verification	$ 9,834.04
Task 3 – Supplemental Topographic Survey	$ 15,555.81
Task 4 – Geotechnical Investigation	$ 7,482.00
Task 5 – Corrosion Control and Protection Design Study	$ 10,482.00
Task 6 – Utility Coordination	$ 12,868.37
Task 7 – Pre-Final Plans, Specs and Estimate (75%)	$180,935.26
Task 8 – Final Plans, Specs and Estimate (100%)	$ 60,893.36
Task 9 – Stormwater Pollution Prevention Plan	$ 3,427.34
Task 10 – Bidding Assistance	$ 5,939.80
Task 11 – Project Meetings	$ 12,105.70
Task 12 – Property Owner Coordination Assistance	$ 12,928.78
Task 13 – Construction Support	$ 7,379.03
SUBTOTAL – DESIGN ENGINEERING	$352,888.21

OPTIONAL TASKS

DESCRIPTION	FEE
Task O-1 – Private Property Reconnaissance	$ 11,900.78
Task O-2 – Design of Improvements on Private Property	$ 72,534.27
Task O-3 – Corrosion Control and Protection Designs, Drawings and Specifications	$ 13,676.09
SUBTOTAL – OPTIONAL TASKS	$ 98,111.14

TOTAL NOT-TO EXCEED FEE THIS PROPOSAL **$450,999.35**

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related Estimated Work Effort are based on information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust the Estimated Work Effort as additional information about this project is obtained and/or our level of participation

increases beyond that for which has been budgeted. It should be emphasized that any engineering services performed for tasks not included in this proposal and/or beyond customary efforts as well as for any additional meetings/consultation not specifically scheduled in this proposal shall be billed to you on a time and materials basis. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation have been included in the Estimated Work Effort as an allowance. Direct expenses beyond the allowance will be billed to you based upon the attached Schedule of Charges on a time and materials basis.

The contact person for this proposal is Mr. Bryan M. Welch, PE, Assistant Department Head, Civil Design, in our Rosemont, Illinois office. He has been selected for this project to provide you with individualized dedicated services. Mr. Welch may be contacted at our Rosemont office to answer any of your questions regarding this Proposal.

We appreciate the opportunity to be considered for this project and look forward to working together with the Village of Bensenville on this project.

We trust that you will find this proposal responsive to your request. If this proposal meets with your approval, please sign both copies and return one copy of this agreement as an indication of your acceptance and notice to proceed. Should you have any questions, please do not hesitate to call.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Attachments: Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF BENSENVILLE.

BY: _____

TITLE: _____

DATE: _____

Illinois Department of Transportation

Cost Estimate of Consultant Services
(Direct Labor Multiple)

Firm	Christopher B. Burke Eng. Ltd.	Date	08/14/18
Route	White Pines Water Main Rehab		
Section		Overhead Rate	**129.74%**
County	DuPage		
Job No.		Complexity Factor	**0**
PTB & Item			

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL	% OF GRAND TOTAL
1 - IEPA Loan Application Assistance and Coordination	76	4,484.55	12,556.73	500.00			13,056.73	2.90%
2 - Existing Conditions Verification	80	3,512.16	9,834.04				9,834.04	2.18%
3 - Supplemental Topographic Survey	120	5,555.65	15,555.81				15,555.81	3.45%
4 - Geotechnical Investigation	12	529.29	1,482.00		6,000.00		7,482.00	1.66%
5 - Corrosion Control and Protection Design Study	12	529.29	1,482.00		9,000.00		10,482.00	2.32%
6 - Utility Coordination	104	4,238.70	11,868.37	1,000.00			12,868.37	2.85%
7 - Pre-Final Plans, Specs and Estimate (75%)	1532	63,726.88	178,435.26	2,500.00			180,935.26	40.12%
8 - Final Plans, Specs and Estimate (100%)	510	21,211.91	59,393.36	1,500.00			60,893.36	13.50%
9 - Stormwater Pollution Prevention Plan (SWPPP)	32	1,224.05	3,427.34				3,427.34	0.76%
10 - Bidding Assistance	32	1,585.64	4,439.80	1,500.00			5,939.80	1.32%
11 - Project Meetings	84	3,966.32	11,105.70	1,000.00			12,105.70	2.68%
12 - Property Owner Coordination Assistance	80	4,617.42	12,928.78				12,928.78	2.87%
13 - Construction Support	40	2,635.37	7,379.03				7,379.03	1.64%
O-1 - Private Property Reconnaisance	40	2,464.56	6,900.78		5,000.00		11,900.78	2.64%
O-2 - Design of Improvements on Private Property	660	25,190.81	70,534.27	2,000.00			72,534.27	16.08%
O-3 - Corrosion Control and Protection Designs, Drawing	20	795.03	2,226.09		11,450.00		13,676.09	3.03%
TOTALS	3434	146,267.62	409,549.35	10,000.00	31,450.00	0.00	450,999.35	100.00%

BDE 027 (Rev. 2/06)

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

   The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	August 21, 2018

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of an Agreement with the Suburban Bus Division of the Regional Transportation Authority (PACE) for Participation in the Ride DuPage Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

[ ]	*Financially Sound Village*	[X]	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
	Safe and Beautiful Village		*Vibrant Major Corridors*

COMMITTEE ACTION: COW

DATE: August 21, 2018

BACKGROUND:
The Village currently operates a Dial-a-Bus Program through the PACE Suburban Bus Division. Service times are limited to Monday - Friday from 6:00am - 6:00pm, and two Saturdays per month from 10am - 3pm. There is no service on holidays or Sundays. Riders are also restricted to the Bensenville Village Limits for their rides, except a weekly trip to Target. Rider fees are established by the Village for the Program and are currently $1 per ride for Seniors (>65 years old) and Disabled, and $5 per ride for adults and children.

The Village heavily subsidizes this program on the order of $250,000 per year. As the Village continues to reduce expenses to deliver economically viable services, alternative options have been evaluated.

The Ride DuPage Program is also run in partnership with PACE through the Inter Agency Paratransit Coordinating Council (IAPCC) and offers 24-hour / 7-days per week service anywhere within the DuPage County boundary limits. Rider fees are established by Ride DuPage and are $2 base fee plus $1 per mile. The Program is only offered to seniors and disabled individuals.

Addison Township currently subsidizes the program for those within their jurisdictional boundaries which includes all of the Village of Bensenville. The Village of Bensenville residents subsidize the Ride DuPage program through their property taxes to Addison Township (AT).
The benefits of Ride DuPage over Dial-a-Bus include:

- 24/7/365 service for seniors
- Full range of destinations throughout DuPage County rather than just Bensenville
- Increased reliability
- Efficiencies through government consolidation/partnerships
- Reduced administrative costs to the Village as PACE handles all dispatching and complaints
- Reduced subsidy required by the Village

The negative impacts include:

- Cost increase to the end user
- Only available to seniors and disabled residents

KEY ISSUES:
In order to participate in the Ride DuPage Program, the Village needs to approve an agreement with PACE. The agreement lays out the terms of participation. Our program will mirror that of other municipalities and townships using the program.

Based off ridership over the past three years, we anticipate our financial participation to be on the order of $35,000 - $50,000 per year versus our current $250,000 subsidy. The program will offer our seniors and disabled more flexibility and independence as the program no longer will be limited on hours (24/7/365 service) or location (entire DuPage County versus Bensenville only). Discounts are available for group rides as

well (this will help keep weekly rides to common locations, such as Target, more affordable).

The roll out and transition of the program will be a challenge. We intend to overlap the Ride DuPage and current Dial-a-Bus program for three months (October through December). Those wishing to participate in the program will need to register with the Village through Public Works. A sample application is attached. Once verified by the Village, we will forward to PACE to include in the program. From that point on, the resident will call PACE for all service and customer service. Our goal is to reach out to all residents that have used Dial-a-Bus in the past.

ALTERNATIVES:

- Discretion of the Committee
- Continue with Dial-a-Bus service

RECOMMENDATION:

Staff recommends changing over to the Ride DuPage Program to provide customer friendly services that includes 24/7 availability and expanded services areas in DuPage County.

BUDGET IMPACT:

The anticipated subsidy for the Ride DuPage Program is between $35,000 - $50,000 (based on ridership over the past three years). Our current subsidy is over $250,000. This program will reduce our financial commitment by over $200,000.

Dial-A-Bus operations was budgeted in FY2018, Account No. 11050118-549990
Revenue resulting from the Pace Agreement is in Account No. 1100000-457410

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Agreement with the Suburban Bus Division of the Regional Transportation Authority (PACE) for Participation in the Ride DuPage Program.

ATTACHMENTS:

Description	Upload Date	Type
RES - Ride DuPage	8/13/2018	Resolution Letter
PROGRAM DESCRIPTION - Ride DuPage	3/13/2018	Backup Material
APPLICATION - Ride DuPage	3/13/2018	Backup Material
DuPage Transportation Options	3/13/2018	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (PACE) AND VILLAGE OF BENSENVILLE FOR PARTICIPATION IN THE RIDE DUPAGE PROGRAM

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS the Village is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village desires to participate in the Ride DuPage Program as a Sponsor, and

WHEREAS Pace authorizes funding on an annual basis in the form of a Paratransit Service Provider Agreement, and

WHEREAS the Pace agreement stipulates the rules, regulations and operational requirements for the Ride DuPage Program, and

WHEREAS the Intergovernmental Agreement is attached to this Resolution as Exhibit A.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the execution of a Intergovernmental Agreement with the Regional Transportation Authority (Pace).

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated August 28, 2018.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("A") is entered into this _____day of _____, 2018, between PACE, the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation ("PACE") and the Village of Bensenville, a municipal corporation ("VILLAGE") and it shall become effective on the date of its execution by PACE. PACE and the Village are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq*.) to aid and assist public transportation in the six county Northeastern Illinois area;

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement;

WHEREAS, The VILLAGE and PACE wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of Paratransit services to DuPage County ("County") residents with disabilities, seniors, and those who have limited access to conventional modes of transportation; and

WHEREAS, the County has created a countywide coordinated Paratransit program ("Ride DuPage") capable of providing improved Paratransit services to County residents who are determined to be eligible and registered for the services; and

WHEREAS, VILLAGE is a participating Sponsor of Ride DuPage; and

WHEREAS, the Inter-Agency Paratransit Coordinating Council (IAPCC), which is an association of government, non-profit agencies, and citizen representatives that has been working since 1995 to improve Paratransit services in the County and of which the County is a member, has asked the County to act as lead agency for Ride DuPage; and

WHEREAS, the County has accepted the role of Lead Agency for Ride DuPage and expects that other local units of government and agencies will join Ride DuPage as Sponsors and those

Sponsors will pay for the cost of the Paratransit rides provided to their residents or clients who are determined to be eligible and registered for the services; and

WHEREAS, the County finds it necessary and desirable to contract for the services of a Coordinator of Ride DuPage ("Coordinator") who shall be responsible for the operation of Ride DuPage; and

WHEREAS, PACE is in the business of public transportation, has the necessary expertise required of a Coordinator as described herein, and has entered into an agreement with the County to provide the functions required of Coordinator; and

WHEREAS, the County as the Lead Agency, and the Village as a Sponsor, have requested that PACE provide paratransit service on behalf of its clients and/or constituents and/or Ride DuPage Program Sponsors; and

WHEREAS, PACE and the VILLAGE desire to enter into this Agreement for the purpose of establishing PACE as the Coordinator and compensating PACE for its time and expertise in operating and implementing Ride DuPage.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1.0 DEFINITIONS.

For the purposes of this Agreement, the following definitions shall apply:

1.1 Paratransit Service means the provision of demand responsive transportation by a Carrier.

1.2 Carrier or Contractor means a public or private entity providing passenger transportation on a regular and continuing basis.

1.3 Eligible Rider means any person who qualifies for participation in Ride DuPage and registers with a Sponsor for the purpose of obtaining access to Ride DuPage.

1.4 Sponsor means a unit of local government or an agency that will participate in Ride DuPage and will pay for the costs of providing Paratransit services to its Eligible Riders using Ride DuPage.

1.5 Eligible trip means Paratransit transportation taken by an Eligible Rider to destination that is approved by the County.

1.6 Administrative policies and/or procedures refer to policies and procedures required for the day-to-day operation of Ride DuPage, including, but not limited to, dispatching, scheduling, reporting and billing, and other policies and

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procedures that may be required to operate Ride DuPage.

1.7 Mobility Management/Call Center services means the performance of call taking and all or any part of monitoring functions, that may include, but are not limited to: 1) passenger trip reservations; 2) trip scheduling; 3) dispatching; 4) facilitation of various Carriers; 5) passenger registration; 6) travel planning; 7) service coordination; and/or 8) providing travel information.

1.8 Operating Expense means the total cost incurred by PACE to operate Ride DuPage.

1.9 Operating Deficit is defined as the total Operating Expense, minus the applicable fare revenue.

1.10 Operating Cost is defined as the total Operating Deficit minus the PACE contribution.

2.0 RIDE DUPAGE DESCRIPTION.

2.1 PACE shall operate Ride DuPage for the provision of paratransit services to those who are determined to be eligible and registered for the services.

2.2 PACE shall operate Paratransit service as described in **Exhibit A and depicted on Exhibit B** attached hereto and made a part hereof.

3.0 FUNDING.

3.1 The VILLAGE Share of the Operating Cost shall be the Total Operating Expense minus fare revenue.

3.2 PACE shall bill the VILLAGE on a monthly basis for the VILLAGE Share of the Operating Cost and a portion of the Mobility Management Call Center Cost.

3.3 The VILLAGE shall pay PACE for services rendered in accordance with the requirements of this Agreement.

3.4 PACE shall submit its invoices for services rendered in accordance with the requirements of this Agreement. Each invoice shall summarize the service delivered. Invoices billed by PACE for services to operate Ride DuPage shall be reimbursed to PACE at the rates agreed to in the contracts with Carriers and the call center Contractor.

3.5 Upon receipt, review and approval of properly documented invoices, the VILLAGE shall pay, or cause to be paid to PACE, the amounts invoiced. The VILLAGE may

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not deny a properly documented claim for compensation, in whole or in part, without cause. The VILLAGE shall not be required to pay PACE more often than monthly. Upon receipt, review and acceptance of all deliverables specified in this Agreement, final payment shall be made to PACE, within thirty (30) days of receipt of billing. Payment shall be sent to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounts Payable

4.0 PACE'S RESPONSIBILITIES.

4.1 PACE shall be responsible for performing the day-to-day operations of Ride DuPage and shall enter into contracts with Carriers as subcontractors for the delivery of Paratransit services and call center services including but not limited to booking reservations, trip scheduling and dispatch services.

4.2 PACE shall be responsible for the submission of invoices to the VILLAGE and a monthly report outlining specific information relative to the cost of services related to the operation and management of the PROJECT that have been provided by PACE directly or through Carriers and subcontractors within 60 (sixty) days of the end of each month.

4.3 Within the approved budget, PACE agrees to maintain appropriate PACE employee, Carrier, and subcontractor staffing levels to perform all necessary operating and administrative functions.

4.4 PACE may limit the hours available for the scheduling of trip requests and dispatching of vehicles. Determination of the hours and days of service for PACE funded services provided to satisfy federal and/or state ADA guidelines shall not require the approval of the VILLAGE.

4.5 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.

4.6 Within forty-five (45) days following the end of each month, PACE shall supply the VILLAGE with monthly reports as described in Exhibit C attached hereto and made a part hereof.

4. 7 Although PACE shall not be responsible for any failure to provide service due to circumstances beyond its control, PACE shall be responsible for making every reasonable effort to restore service as soon as practical under the circumstances.

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4.8 PACE shall be responsible for requiring that all vehicle operators employed by the Carriers providing services pursuant to this Agreement possess an Illinois license appropriate to the vehicle being operated and all vehicle operators must meet the minimum requirements as mandated by Federal regulations, the State of Illinois and all applicable laws or regulations of governmental bodies having jurisdiction over the Contractor's operations and vehicles. PACE and all Carriers shall agree that any and all licenses as may be required by State or local governmental and/or regulating authorities shall be maintained in good standing annually.

5.0 VILLAGE RESPONSIBILITIES.

5.1 In accordance with Article 3.0 of this Agreement, the VILLAGE agrees to and shall reimburse PACE for any substantiated and reconciled administrative, operating costs and call center costs in connection with the operation of Ride DuPage, that may be incurred when fulfilling its obligations pursuant to this Agreement. Such costs shall include, but not be limited to administrative, operating, call center and costs incurred by PACE to administer, manage, and operate Ride DuPage, over and above the normal costs associated with operating current PACE funded services in DuPage County subject to prior approval by the VILLAGE.

6.0 GOVERNMENT REGULATIONS.

6.1 The VILLAGE and PACE shall each comply with all applicable local, State and Federal statutes, ordinances and regulations and obtain licenses or permits, or other mandated approvals, now in force, or which may hereafter be in force, pertaining to this Agreement and Ride DuPage.

6.2 The Parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of this service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, State and Federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted projects of the Department of Transportation.

6.3 With respect to employees, laborers, contractors, subcontractors and any and all other persons entities employed, directed or controlled by PACE, and whose services are used in the fulfillment of any of this Agreement, PACE hereby agrees and promises that they will carry out all necessary actions to insure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C. §101 *et seq.*

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6.4 With respect to any and persons or entities employed, directed or controlled by PACE, and whose services are used pursuant to this Agreement, PACE will insure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C. Sec. 201 *et seq.*, and the Prevailing Wage Act, 820 ILCS 130/1 *et seq*., as amended.

7.0 INDEMNIFICATION.

7.1 PACE shall indemnify, hold harmless, and defend the VILLAGE or any of its officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the negligence of PACE, its officers, agents, and employees in the performance of this Agreement to the fullest extent PACE is so authorized under the law, provided, however, that PACE shall not be obligated to indemnify, hold harmless and defend the VILLAGE for any negligent or intentional wrongful acts or omissions by the VILLAGE officials, employees, agents, contractors, subcontractors or personnel. PACE shall require each of its subcontractors to name PACE and the VILLAGE as additional insured parties on said subcontractor's liability insurance policy. Further, PACE shall require that its subcontractors indemnify, defend and hold harmless PACE and the VILLAGE, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence of such subcontractor.

8.0 TERM AND TERMINATION.

8.1 The term of this Agreement shall begin _____and shall continue through _____ unless earlier terminated by a party in accordance with the terms of this Agreement.

8.2 Either party may terminate this Agreement without cause and without penalty, upon sixty (60) days advance written notice of termination to the other party.

8.3 The VILLAGE shall not be liable for, and shall not pay PACE for, any work completed after the expiration or termination of this Agreement.

9.0 MISCELLANEOUS.

9.1 Incorporation of Recitals and Exhibits. The introductory Recitals are agreed to, incorporated herein by reference, and made a part of this Agreement.

9.2 Headings. The section headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

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9.3 Waiver. Any failure by any party to strictly enforce any term, right or condition of this Agreement shall not be construed as a waiver of such term, right or condition**.**

9.4 Amendment. This Agreement may be amended only by written instrument signed by the duly authorized representative of each party.

9.5 Entire Agreement. This Agreement, including its Exhibits, constitutes the entire Agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations, written or oral, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

9.6 Survival. Any provision that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement

9.7 Authorization. Each signatory to this Agreement represents and warrants that they have full authority to sign this Agreement on behalf of the party for whom they sign and that this Agreement shall be binding on the parties hereto, their respective partners, directors, officers, employees, agents, representatives, transferees, successors and assigns.

9.8 Pace Board Authority. This Agreement has been properly authorized by the Pace Board of Directors.

9.9 Severability. If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

9.10 Force Majeure. Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war which are beyond the control of the non-performing party.

9.12 Records Access. Upon request, VILLAGE shall be entitled to have access to the records maintained by PACE with respect to this Agreement only.

9.13 Periodic Review. PACE and the VILLAGE shall review this Agreement not less than semi-annually.

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9.14 Governing Law. Any dispute, claim, or cause of action that arises as a result of this Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 18th Judicial Circuit, DuPage County Illinois.

9.15 Notice. All notices under this Agreement shall be in writing and sent by: personal service, commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or email to the respective addresses shown below. Notice shall be considered delivered to recipient on the day of delivery if sent by personal service or commercial courier, and on the second business day after deposit in the U.S. Mail if sent by certified or registered mail.

PACE:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attn: Executive Director

With a copy to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attn: Deputy Executive Director, Revenue Services

VILLAGE:

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Attn: Joe Caracci

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

Village of Bensenville

By: _____
Evan K. Summers, Village Manager

Date: _____

Pace, the Suburban Bus Division of the Regional Transportation Authority

By: _____
Thomas J. Ross, Executive Director

Date: _____

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EXHIBIT A
SERVICE DESCRIPTION
Ride DuPage Sponsor – Village of Bensenville

The Ride DuPage service description or parameters are subject to change and approval by the participating Sponsors, DuPage County, and PACE.

TYPE OF SERVICE	Demand response **curb to curb** paratransit services will be provided for eligible riders of Bensenville, VILLAGE as a participating Sponsor in the Ride DuPage Program.
SERVICE OPERATED BY	PACE will contract with transportation provider(s) (the "Contractor") to provide the service, which is the subject of this Agreement. This includes paratransit service providers and taxi providers.
TRIP RESERVATION METHOD	Monday through Friday: **6:00am to 6:00pm** Saturday, Sunday and Holidays: **8:00am to 5:00pm** Reservations shall be accepted at the PACE call center maximum of seven (7) days in advance and a minimum of one 1 day in advance of the day of service. Trips requested on the same day of service may be accommodated if the day's schedule allows. Subscription service is allowable, as defined by PACE Suburban Bus. Passengers are to contract Bensenville VILLAGE to apply for subscription service.
SERVICE AREA	DuPage County and the surrounding areas. ***See Exhibit B -Maps***
SERVICE HOURS	7 days a week, 24 hours a day including holidays Whenever possible, pick-up times are negotiated in order to optimize the efficiency of daily routes.
ONE-WAY FARE	**$2.00** to load vehicle and **$1.00** for every mile thereafter **Personal Care Attendant (PCA) or COMPANIONS:** Registered riders are allowed one PCA or travel companion at no additional charge. Additional PCA or companions are limited to the vehicle capacity and must pay the full applicable fare. This includes children of all ages.
SERVICE CAPACITY	Service demand dictates service capacity. Denials are not allowed for reservations made 1 to 7 days in advance.
RIDER ELIGIBILITY	The participating sponsors of the Ride DuPage Program or their respective designee(s) assigned shall determine rider eligibility. Bensenville VILLAGE as a Ride DuPage sponsor will determine the eligibility of rider(s) requesting service.
RIDER REGISTRATION FOR SERVICE	The participating sponsors shall submit registration forms to the PACE call center through a designated e-mail box. PACE shall enter registrations within three to five business days. PACE shall maintain a database of registered riders. Riders must be registered for service.

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EXHIBIT B
SERVICE AREA MAP
Ride DuPage Sponsor – Bensenville VILLAGE

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EXHIBIT C
Report(s) Description

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride DuPage Project.

1. **Detailed Funding Source (Sponsor) Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride DuPage funding source (sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

Plans call for the report to be sorted by provider, funding source, rider, and fare type.

2. **Monthly Funding Source (Sponsor) Invoice Report**

The intent of this report is to produce one or more summary reports of trips delivered for each funding source (sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fares, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on PACE and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. **Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride DuPage Program service guideline defining a missed trip. Sufficient

detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **On-Time Performance Report**

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late; the Ride DuPage service guideline defining a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report – A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

Future Needs – Additional reports may be designed as needed by PACE and DuPage County.

DRAFT

Ride DuPage Transportation Program

The Ride DuPage Transportation Program is a result of coordination between the (former) DuPage County Inter-Agency Paratransit Coordinating Council (IAPCC), the County of DuPage and Pace Suburban Bus to improve transportation services for seniors and persons with disabilities in Bensenville and throughout DuPage County. The Ride DuPage Transportation Program is available to residents of the Village of Bensenville.

SERVICE INFORMATION

The basic service characteristics of the Ride DuPage Program are as follows:

- Service is available to seniors (65 years and older) and persons with disabilities (with an RTA Reduced Fare Card) who reside within the Bensenville Village limits.
- Ride DuPage participants will be able to travel anywhere a Ride DuPage vehicle is willing to travel if they are able to cover the cost of the trip. This includes all of DuPage County.
- Service will be available 24 hours a day / 7 days a week.
- Trip requests will be accepted up to 7 days in advance with a minimum of one day in advance to guarantee a trip.
- Subscription trips will be allowed and must be scheduled with the Department of Public Works.
- Cancellations **MUST** be made a **minimum of 30 minutes prior** to the originally scheduled trip. If a trip is missed or cancelled less than 30 minutes prior to arrive, this is considered a no show and the rider will be billed $10.00 for each incident. Three (3) or more incidents within a three (3) month period will result in a suspension from the program.
- Fares will be paid in cash.
- Fares will be $2.00 flag pull and $1.00 per mile travelled.
- The first companion will ride free.
- For group reservations (3 or more riders), the rider who makes the reservation will pay the regular rate of $2.00 flag pull and $1.00 per mile travelled; the companion rides free; and each additional companion will pay a $1.50 flat fee. Contact the Department of Public Works for more details.

The Village of Bensenville will monitor the program and track ridership trends and program costs on a continual basis. This may result in re-evaluation of the program and changes to the fare structure that are necessary to keep the program running efficiently. You will be notified in advance of any fare or eligibility changes.

Enclosed you will find an Application Form for the Ride DuPage Program. In order to participate in this program, please complete this form and return it to the Department of Public Works (717 E. Jefferson Street, Bensenville, IL 60106). Please allow five (5) business days from the time you send the application form in to participate in the transportation program.

The telephone number for Ride DuPage is 1-800-713-7445 or TTY 1-800-713-7415. Note: This is a Pace Call Center. This number will take reservations for Ride DuPage, Dial-a-Ride and ADA Paratransit Services. Please be sure to indicate which program you are making a reservation (Ride DuPage, Dial-a-Ride or ADA). If you are registered for more than one of these programs, you will be offered the trip that is most economical for you.

Any questions or concerns, please do not hesitate to contact the Bensenville Department of Public Works.

Joe Caracci
Director of Public Works
Village of Bensenville
630-350-3435

BENSENVILLE
GATEWAY TO OPPORTUNITY

VILLAGE OF BENSENVILLE
RIDE DUPAGE APPLICATION FORM

LAST NAME: _____ FIRST NAME: _____ M.I. _____

ADDRESS: _____ CITY: BENSENVILLE ZIP: 60106
STREET NUMBER STREET NAME APT. NO.

HOME PHONE: _____ - _____ - _____ CELL PHONE: _____ - _____ - _____
AREA CODE AREA CODE

DATE OF BIRTH: _____ - _____ - _____ GENDER: MALE FEMALE
MONTH DAY YEAR CIRCLE ONE

EMERGENCY CONTACT (Name and Phone No.) _____

DISABLED (under 65 years old) MUST PROVIDE → RTA CARD NO. _____

Do you use any of these mobility aids or equipment? (Check all that apply)

☐ Cane	☐ Crutches	☐ Walker
☐ Portable Oxygen	☐ Powered Scooter	☐ Powered Wheelchair
☐ Manual Wheelchair	☐ Long White Cane	☐ Service Animal
☐ Other (please specify)		
☐ I require a lift equipped vehicle		

Do you ever need to bring someone with you ("personal care assistant" or "personal attendant")?

☐ Yes, always	☐ Yes, sometimes	☐ No

*Please sign and date the "Statement of Understanding" on the reverse side of this application

Village of Bensenville
Ride DuPage Transportation Program
STATEMENT OF UNDERSTANDING

I understand that the information contained on the Ride DuPage application form will only be used to determine my eligibility status for subsidizing sponsor and for billing and monitoring purposes.

I have received and understand Ride DuPage User's guide and understand the eligibility criteria. I agree to abide by the program rules and requirements adopted by the Village of Bensenville.

I understand that the cab and bus companies and their drivers are independent contractors and are not employees or agents of the Village of Bensenville.

I understand that the Village of Bensenville exercises no control over the cab and bus companies or their drivers under this program.

I understand the Village of Bensenville makes no representations regarding the quality or competency of the cab and bus companies, their drivers or other employees.

I understand that any complaints regarding the program should be directed first to Pace through their Customer Service Department (1-847-228-4208).

I understand that the Village of Bensenville's Ride DuPage and Ride to Work Programs operate without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he/she has been affected by any discriminatory practice under Title VI may file a complaint with the Bensenville Village Manager at 12 S. Center Street, Bensenville, IL 60106, 630-766-8200.

_____

Signature of Ride DuPage Participant Date

TRANSPORTATION

Transportation has consistently been a problem in the suburban area. Traveling for medical attention, social services, education and employment can be challenging. Many resources are available from your municipality, park district, townships or the county and are listed on the following pages.

For specific information about services available in your local community, see the grid starting on page 132, or contact **DuPage County Senior Services at (630) 407-6500, 1-800-942-9412**, or your local city, village hall, or township office.

RIDE DU PAGE

Many townships, cities, and villages operate or subsidize transportation services for older adults and people with disabilities. **Ride DuPage** is a program that combines many of those services into one, easy to use system. **Ride DuPage** began coordinating transportation services for a few sponsors in July 2004. More have been added, with more to come. Transportation is provided via taxi or bus, curb-to-curb. Once you are registered for **Ride DuPage** through one of the sponsoring agencies, you can call the Ride DuPage call center directly to set up rides at **1-800-713-7445.** Each sponsor determines eligibility for their program and establishes the cost to their rider.

The DuPage County Paratransit Program is a Ride DuPage sponsor and offers transportation to county residents who meet low-income guidelines. Travel is provided to medical appointments within DuPage County, DuPage County Health Department locations, and DuPage County Community Services at 421 N. County Farm Road, Wheaton, IL. Proof of eligibility must be provided and applicants must pre-register. There is a charge of $4 each way to the 421 and 111 N. County Farm Road Buildings, all other destinations are $1.50 for the first 6 miles, then $1.50 each additional mile. To register, seniors should call **DuPage County Senior Services at (630) 407-6500 or 1-800-942-9412.**

Senior Transportation Grant, another Ride DuPage sponsor, is funded through the Older Americans Act and is administered by DuPage County Senior Services. Eligibility is determined on an individual basis with priority given to low income frail elderly who do not qualify for or cannot afford other transportation programs. Rides can be provided to medical appointments, nutrition sites, adult day centers or other locations with approval. For more information, please call **DuPage County Senior Services** at **(630) 407-6500.**

THE DU PAGE COUNTY PILOT II PROGRAM

Pilot II is a subsidized transportation program utilizing taxi cabs to provide services to older adults and people with disabilities. The program allows participants to purchase coupons at a discount from sponsor agencies. Arrangements for the taxi ride are made directly with the cab company. Individual sponsoring agencies decide the eligibility requirements and the specific rules for participation. Those interested must enroll through a sponsor agency. (See Transportation grid on page 132) No lift-equipped vehicles are available. For further information, please call **DuPage County Community Services (630) 407-6500** or **1-800-942-9412**.

ILLINOIS DEPARTMENT OF HUMAN SERVICES

First Transit provides rides to medical appointments for seniors and disabled persons receiving Medicaid benefits. To arrange transport call **1-877-725-0569** with your Medicaid ID number, date, time, location and phone number of medical appointment, no less than 24 hours in advance.

REGIONAL TRANSPORTATION AUTHORITY (RTA)/PACE

PACE (Suburban Bus Division of the RTA)
550 W. Algonquin Road, Arlington Heights, IL 60005
(847) 364-7223
(847) 364-5093 (TTY)
www.pacebus.com

Pace has two programs, which offer curb-to-curb services in DuPage County. These are:

Dial-A-Ride Services provide transportation for older adults, persons with disabilities, and in some cases, the general public. These services may be available through your Local Township or municipality. (See Transportation Grid on page 132 for specific information.)

ADA Paratransit Service provides curb-to-curb transportation to people with disabilities who meet regional eligibility criteria. Registration is completed through the RTA. ADA Paratransit Service is only available in areas served by fixed route services.

The Regional Transportation Authority (RTA) is responsible for registration and determination of eligibility for PACE Regional ADA Paratransit Services. The RTA can also tell you where you can register for the ADA Paratransit ID card. Eligible riders may travel with one companion at no additional charge. If space permits, more than one companion may accompany the passenger, but are required to pay

the full fare. All trips must be scheduled at least one day in advance. To apply for **ADA (Americans with Disabilities Act) and CTA Paratransit, c**all **(312) 663-4357** or **(312) 913-3122 (TTY).**

To determine if ADA Paratransit or Dial-A-Ride services can transport you to a specific destination, call **(847) 364-7223 (Pace Suburban Bus),** or **1-800-606-1282.**

RTA Reduced Fare Permit allows adults age 65 years and older, veterans with 100% service related disability, Medicare card holders, and qualified disabled persons to ride all CTA buses/rapid transit, PACE buses and Metra trains for half the full fare. Permits are valid for four years and take approximately 3 to 4 weeks from date of application to receive. To apply, call the **RTA Travel Information Center** at **(630) 836-7000** or **(312) 836-4949 (TTY)** for the registration center nearest you, or **www.rtachicago.com**.

Benefit Access Program allows low-income Illinois residents age 65 and over or persons with disabilities, living in the RTA service region, free transit on fixed-routes operated by the Chicago Transit Authority (CTA), Metra and Pace. Eligibility guidelines include:

- Applicant must be 65 years or older by December 31 of the current year or be 16 years of age or older and totally disabled at the time you file.
- Applicant must be a resident of Illinois at the time the application is filed.
- Income must be less than:
  - $27,610 for a 1 person household
  - $36,635 for a 2 person household

The Benefit Access Program application is only available online at the **Illinois Department on Aging (IDOA)** website: **www.state.il.us/aging**.

Once you have approval of your application, riders must then request the **Ride Free Transit Card**. Call **(312) 913-5414** or visit **www.rtachicago.com** for registration sites for the permit. You will need a government-issued picture I.D. that verifies your age and a photo of yourself 1 ½ inches square. Some sites are able to take your photo, but may charge $5 to do so.

VOLUNTEER TRANSPORTATION SERVICES

American Cancer Society
Road to Recovery Program
1-800-227-2345
1-800-735-2991 (TTY)

Volunteers provide transportation to and from cancer related medical appointments for ambulatory individuals with a cancer diagnosis (depending on driver availability). Four business day notice is needed not including date of travel.

Downers Grove FISH
(630) 964-7776 (Message Center)

Provides volunteer transportation on an emergency need basis, for medical and dental needs. 24 to 48-hour advance notice required. Transports up to a ten mile radius of Downers Grove and government agencies. Covers Darien, Downers Grove, Lisle, Westmont and Woodridge.

PRIVATE TRANSPORTATION SERVICES

The following businesses provide specialized transportation services. Fees for services vary depending on destination, special needs, etc. If possible, call at least one week before the date that transportation is needed. Payment may be required at the time of service.

Access EZ Transport, Inc.
6912 Main Street, Suite 120, Downers Grove, IL 60516
(630) 824-0884

Provides door to door wheelchair transport. Can provide a wheelchair if needed for duration of the ride. Weekend and holidays rides by appointment only.

AC Medtran
1100 Jorie Blvd., Suite 301, Oak Brook, IL 60532
(630) 568-3850

Offers non-emergency transportation to doctor appointments, physical therapy, airport etc. Wheelchair accessible included.

Angels Wheels Transportation
2206 N. Main Street, Suite 162, Wheaton, IL 60187
(630) 534-6900
www.angelwheelsinc.com

Provides wheelchair transport 7 days a week and on holidays, prefers 48-hour notice.

Comfort Coach
P.O. Box 447, Addison, IL 60101
(630) 285-1900

Lift available for a wheelchair. Please provide 2-3 day notice.

NEWT Non-Emergency Wheelchair Transport
611 S. Ahrens Avenue, Lombard, IL 60148
(630) 542-6398
www.n.e.w.t.com

Newt provides 24/7, door to door wheelchair transportation. Equipped to bring people up or down stairs and can provide a wheelchair if needed. Offers reasonable rates with all major credit cards accepted.

Platinum Care, Inc.
P.O. Box 2553, Naperville, IL 60567
(630) 778-8585
www.platinumcareinc.com

Wheelchair and ambulance transport.

Special Needs Chicago, Inc.
507 S. Naperville Road, Wheaton, IL 60187
(630) 668-9999
www.specialneedschicago.org

Provides wheelchair accessible transportation.

MobilityWorks
155 E. North Avenue, Villa Park, IL 60181
1-877-275-4907 - www.mobilityworks.com

Offers a selection of accessible vehicles, both used and new, for purchase or short term rental. Options available include raised roofs, automatic ramps, mechanical hand controls and other high tech driving aids. Can customize vehicle to meet individual needs, and service your current accessible vehicle.

SECRETARY OF STATE

Illinois Secretary of State
Drivers License and State Identifications
213 State Capitol
Springfield, IL 62756
1-800-252-8980
www.cyberdriveillinois.com

Issues Illinois driver's licenses and identification (ID) cards. To receive an Illinois driver's license or ID card, you must provide acceptable documentation to prove name, date of birth, Illinois residency, Social Security number, and your signature for comparison. To obtain an Illinois driver's license, you must successfully complete a vision screening, written examination and possibly a driving examination, and pay the appropriate fee. Also, provides disability license plates and parking placards. Local offices:

Aurora
339 E. Indian Trail
Aurora, IL 60565

Lombard
Eastgate Shopping Center
837 S. Westmore
Lombard, IL 60148
(630) 629-0434 (recording only)

Naperville
Hobson Shopping Center
931 W. 75th Street, Suite 161
Naperville, IL 60565

West Chicago
1280 Powis Road
West Chicago, IL 60185

Chicagoland facility information call **(312) 793-1010.** Hours for the above offices are: Tuesday through Friday 8:00 a.m. to 5:30 p.m., Saturday 7:30 a.m. to 12 noon.

Wheaton Express
128 W. Liberty
Wheaton, IL 60187
Open M-F 8:30 a.m. to 5:00 p.m.

License Plates and Driver's License Discounts – If you qualify for the **Benefit Access Program** (see Page 125), you can save $75 on license plate fees. Also, drivers age 69 to 80 pay a reduced rate of $5 for their drivers license, which is good for four years. Drivers age 81 through 86 receive a two-year license for only $2. Those 87 and older are tested annually and the license is free. For additional information call the **Office of the Secretary of State, toll-free,** at **1-800-252-2904.**

Disability License Plates can be issued to a person with a permanent disability who owns a vehicle titled in their name or to a family caregiver who lives with the person with disabilities and is responsible for their transportation. It must be permanently affixed to the vehicle and allows for parking in designated handicapped spaces. It does not exempt parking meter fees. Applications are available at local offices or online. Call **(217) 782-2709** or visit **www.cyberdriveillinois.com** for more information.

Parking Placards are issued to individuals with temporary or permanent disabilities. Three different placards can be applied for:

- **Meter Exempt Permanent Placards** are issued to persons with permanent disabilities that cause difficulty accessing a parking meter. These individuals are exempt from paying the parking meter fees. It also allows usage of spaces reserved for the disabled. Eligible persons must have a valid Illinois Drivers' License and physician certification of need.
- **Non-meter Exempt Permanent Placards** authorizes persons with permanent disabilities to park in designated handicapped spaces but does not exempt them from paying parking meter fees.
- **Temporary Placards** are available to those with a temporary disability and are valid based on physician determination, not to exceed 6 months when issued by the Secretary of State. It can be used in designated handicapped spaces but does not exempt parking meter fees.

Applications are available at local offices or online. Call **(217) 782-2709** or visit **www.cyberdriveillinois.com**, for more information.

I-PASS Assist – I-PASS is the Illinois Tollway's electronic toll collection system. An electronic I-Pass transponder, which is mounted on the windshield, allows tolls to be automatically deducted from a pre-paid account as you drive through a toll collection station. The Illinois Tollway authority offers a discount for some individuals unable to afford the standard up-front cost of I-PASS. Those enrolled in **Medicare** or

Medicaid can apply. You must present a valid ID, such as an Illinois Driver's license as well as verification that you are enrolled in one of these programs. I-PASS Assist costs $20, which includes a $10 deposit and $10 in pre-paid tolls. I-PASS can be purchased at the Tollway Customer Care Center, 2700 Ogden Ave. in Downers Grove, Monday through Friday between 7:00 a.m. and 6:00 p.m. or in select Tollway oases and online at **www.illinoistollway.com**. For more information call **1-800-824-7277.**

DRIVERS EDUCATION AND SAFETY

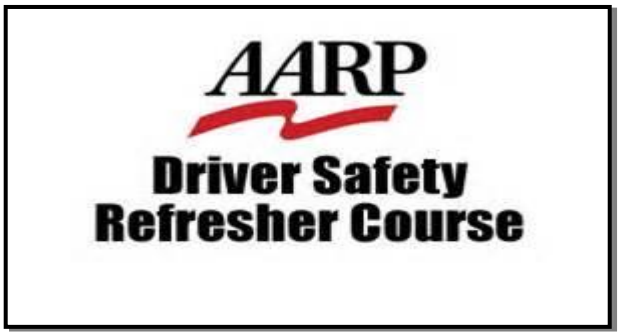
Statistics indicate that older adults are safe drivers. However, medical conditions, medication usage and reduced physical and mental function can increase the risk of accidents and injury. The following resources are available to help assess, educate and advise older drivers.

State of Illinois Rules of the Road Classes – Prepares seniors through a review of the Rules Of The Road manual for their Illinois Drivers exam. The course is free of charge. For registration and class information contact the **Secretary of State** at **(312) 814-3676**, or **www.cyberdriveillinois.com/services.**

AAA Senior Driving
www.seniordriving.AAA.com

A comprehensive website that addresses multiple factors for mature drivers including smart car features, understanding body and mind changes and much more.

AARP Smart Driver Course – Designed to make adults, 55 years of age and older, better drivers and may provide a reduction in their auto insurance. Participants must pre-register and attend 8 hours of classes in order to receive a Course Completion certificate. An online course is also available. There is a fee for the courses. AARP also launched a Driving Resource Center, an interactive online experience where participants access tools and activities including driving simulations, rules of the road, and new vehicle technologies. For more information and course locations, dates and times please contact **AARP** at **1-888-227-7669**, or **www.aarp.org/families/driver_safety.**



Marianjoy Driver Rehabilitation Center
26W171 Roosevelt Road, Wheaton, IL 60187
(630) 909-6082
www.marianjoy.org

Provides driver evaluation and education to help individuals with disabilities learn or re-learn how to drive. Uses a fleet of vehicles that have been adapted for various disabilities. Also offer a comprehensive evaluation and examination for older adults to determine whether they can still drive safely. Call or visit the website for more information.

Optimal Mobility Solutions
P.O. Box 123, Frankford, IL 60423
www.optimalmobilitysolutions.com

Optimal Mobility has professional licensed and registered physical therapists and Certified Driver Rehabilitation Specialists to help people learn to drive or return to driving after injury, illness or disability. The program provides in home clinical evaluation of physical, visual and cognitive skills; behind the wheel evaluation; training in using adaptive equipment and an inspection to insure proper installation of any adaptive equipment on your vehicle. For more information call, **(630) 922-1600.**

The Hartford/Mature Market Excellence
www.thehartford.com/mature-market-excellence

Research and information addressing concerns for safety behind the wheel and in the home.

LOCAL TRANSPORTATION OPTIONS

Below are the subsidized transportation options listed by town. Many require an ADA, RTA or CB Ride Free Transit Card. For details on how to apply for these, see page 132.

VILLAGE OF ADDISON

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public
Addison Township Ride DuPage	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled with ADA or RTA card
Addison Township Pilot II	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled Pilot II ID card required

CITY OF AURORA

Program	Registration	Resident Eligibility
Winfield Township Senior and Disabled Bus	**(630) 520-0054** Mon-Fri 8:00am to 4:30pm	65+ or Disabled
Naperville Township Ride DuPage	**(630) 357-8058** Mon-Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card
Naperville Township Ride to Work	**(630) 357-8058** Mon-Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card

VILLAGE OF BARTLETT

Program	Registration	Resident Eligibility
Wayne Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public
Wayne Township Pilot II	**(630) 231-7140** Mon-Fri 8:30am to 4:30pm	60+ or Disabled

VILLAGE OF BENSENVILLE

Program	Registration	Resident Eligibility
Village of Bensenville Dial-A-Bus	**(630) 350-3425** Mon-Fri 8:00am to 5:00pm	General Public
Addison Township Ride DuPage	**630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled with ADA or RTA card
Addison Township Pilot II	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled

VILLAGE OF BLOOMINGDALE

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public

VILLAGE OF BOLINGBROOK

Program	Registration	Resident Eligibility
Lisle Township Ride DuPage	**(630) 968-2087** Mon-Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card
Lisle Township Ride to Work	**(630) 968-2087** Mon-Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card

VILLAGE OF BURR RIDGE

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card
Village of Burr Ridge Pilot II	**(630) 654-8181** Mon-Fri 8:00am to 5:00pm	60+ or Disabled and in financial need

VILLAGE OF CAROL STREAM

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon–Fri 8:30am to 4:30pm	General Public
Milton Township Ride DuPage	**(630) 668-1616** Mon-Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card
Wayne Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public
Wayne Township Pilot II	**(630) 231-7140** Mon-Fri 8:30am to 4:30pm	60+ or Disabled

VILLAGE OF CLARENDON HILLS

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card

CITY OF DARIEN

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card
City of Darien Pilot II	**(630) 852-5000** Mon-Fri 8:30am to 5:00pm	65+ or Disabled

VILLAGE OF DOWNERS GROVE

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card
Village of Downers Grove Subsidized Taxi Program	**(630) 434-5500** Mon-Fri 8:00am to 5:00pm, Tues 8:00am to 7:00pm	65+ or Disabled with ADA or RTA card

Lisle Township Ride DuPage	**(630) 968-2087** Mon-Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card
Lisle Township Ride to Work	**(630) 968-2087** Mon-Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card
Milton Township Ride DuPage	**(630) 668-1616** Mon-Fri 8:30pm to 4:30pm	65+ or Disabled with ADA or RTA card
York Township Senior Transportation Service	**(630) 620-2424** Mon–Fri 8:30am to 4:30pm	55+

CITY OF ELMHURST

Program	Registration	Resident Eligibility
York Township Senior Transportation Service	**(630) 620-2424** Mon–Fri 8:30am to 4:30pm	55+
Addison Township Ride DuPage	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled with ADA or RTA card
Addison Township Pilot II	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled
City of Elmhurst Subsidized Taxi	**(630) 530-3015** Mon-Fri 8:30am to 5:00pm	65+ or Disabled in Incorporated area only
City of Elmhurst Pilot II	**(630) 530-3015** Mon-Fri 8:30am to 5:00pm	65+ or Disabled Need photo for ID

VILLAGE OF GLEN ELLYN

Program	Registration	Resident Eligibility
Village of Glen Ellyn Ride DuPage	**(630) 858-6343** Mon-Fri 9:00am to 1:00pm	65+ or Disabled with ADA or RTA card
Village of Glen Ellyn Ride to Work	**(630) 858-6343** Mon–Fri 9:00am to 1:00pm	65+ or Disabled with ADA or RTA card

Milton Township Ride DuPage	**(630) 668-1616** Mon–Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card
York Township Senior Transportation Service	**(630) 620-2424** Mon–Fri 8:30 to 4:30pm	55+

VILLAGE OF GLENDALE HEIGHTS

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon–Fri 8:30am to 4:30pm	General Public
Milton Township Ride DuPage	**(630) 668-1616** Mon–Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card

VILLAGE OF HANOVER PARK

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon–Fri 8:30am to 4:30pm	General Public
Wayne Township Dial-A-Ride	**1-800-713-7445** Mon–Fri 8:30am to 4:30pm	General Public
Wayne Township Pilot II	**(630) 231-7140** Mon-Fri 8:30am to 4:30pm	60+ or Disabled with proof of Disability income

CITY OF HINSDALE

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm **(630) 620-2424**	65+ or Disabled with ADA or RTA card
York Township Senior Transportation Service	Mon–Fri 8:30am to 4:30pm	55+

VILLAGE OF ITASCA

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public
Addison Township Ride DuPage	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled with ADA or RTA card
Addison Township Pilot II	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled Pilot II ID card required

VILLAGE OF LEMONT

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card

VILLAGE OF LISLE

Program	Registration	Resident Eligibility
Lisle Township Ride DuPage	**(630) 968-2087** Mon–Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card
Lisle Township Ride to Work	**(630) 968-2087** Mon-Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card
Village of Lisle Taxi Subsidy Program	**(630) 271-4100** Mon-Fri 7:00 am to 5:00pm	65+ or Disabled

VILLAGE OF LOMBARD

Program	Registration	Resident Eligibility
Village of Lombard Taxi Subsidized Program (Incorporated only)	**(630) 620-5700** Mon 8:00am to 7:00pm Tues-Fri 8:00am to 4:30pm	65+ or Disabled
Addison Township Ride DuPage	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled with ADA or RTA card
Addison Township Pilot II	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled Pilot II ID card required
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public
Milton Township Ride DuPage	**(630) 668-1616** Mon–Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card
York Township Senior Transportation Service	**(630) 620-2424** Mon–Fri 8:30am to 4:30pm	55+

VILLAGE OF MEDINAH

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public

CITY OF NAPERVILLE

Program	Registration	Resident Eligibility
Lisle Township Ride DuPage	**(630) 968-2087** Mon–Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card
Lisle Township Ride To Work	**(630) 968-2087** Mon-Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card
Naperville Township Ride DuPage	**(630) 357-8058** Mon–Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card
Naperville Township Ride to Work	**(630) 357-8058** Mon–Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card

VILLAGE OF OAK BROOK

Program	Registration	Resident Eligibility
York Township Senior Transportation Service	**(630) 620-2424** Mon–Fri 8:30am to 4:30pm	55+

VILLAGE OF OAKBROOK TERRACE

Program	Registration	Resident Eligibility
York Township Senior Transportation Service	**(630) 620-2424** Mon–Fri 8:30am to 4:30pm	55+

VILLAGE OF ROSELLE

Program	Registration	Resident Eligibility
Bloomingdale Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public

CITY OF ST. CHARLES

Program	Registration	Resident Eligibility
Wayne Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public

Wayne Township Pilot II	**(630) 231-7140** Mon-Fri 8:30am to 4:30pm	60+ or Disabled with Proof of Disability income

VILLAGE OF VILLA PARK

Program	Registration	Resident Eligibility
York Township Senior Transportation Service	**(630) 620-2424** Mon–Fri 8:30am to 4:30pm	55+
Addison Township Ride DuPage	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled with ADA or RTA card
Addison Township Pilot II	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled Pilot II ID card required
Villa Park Subsidized Senior Ride Program (Incorporated only)	**(630) 834-8500** Mon-Fri 9:00am to 5:00pm	65+ or Disabled with doctor's letter

CITY OF WARRENVILLE

Program	Registration	Resident Eligibility
Winfield Township Senior and Disabled Bus	**(630) 520-0054** Mon-Fri 8:00am to 4:30pm	65+ or Disabled
City of Warrenville Pilot II	**(630) 393-9427** Mon-Fri 8:00am to 5:00pm	65+ or Disabled
Acorn Van Curb-to-Curb	**(630) 393-9427** Mon–Fri 8:00am to 5:00pm	60+ or Disabled with ADA or RTA card

VILLAGE OF WAYNE

Program	Registration	Resident Eligibility
Wayne Township Dial-A-Ride	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public

Wayne Township **Pilot II**	**(630) 231-7140** Mon-Fri 8:30am to 4:30pm	60+ or Disabled with proof of Disability income

CITY OF WEST CHICAGO

Program	Registration	Resident Eligibility
Wayne Township **Dial-A-Ride**	**1-800-713-7445** Mon-Fri 8:30am to 4:30pm	General Public
Wayne Township **Pilot II**	**(630) 231-7140** Mon-Fri 8:30am to 4:30pm	60+ or Disabled with proof of Disability income
Winfield Township Senior and Disabled Bus	**(630) 520-0054** Mon-Fri 8:00am to 4:30pm	65+ or Disabled

VILLAGE OF WESTMONT

Program	Registration	Resident Eligibility
Downers Grove Township **Dial-A-Ride**	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card
York Township Senior **Transportation Service**	**(630) 620-2424** Mon–Fri 8:30am to 4:30pm	55+

CITY OF WHEATON

Program	Registration	Resident Eligibility
City of Wheaton **Ride DuPage**	**(630) 260- 2019** Mon-Fri 8:00am to 5:00pm If no RTA card **(630) 668-1616**	65+ or Disabled with ADA or RTA card
City of Wheaton **Ride To Work**	**(630) 260-2019** Mon-Fri 8:00am to 5:00pm	65+ or Disabled with ADA or RTA card
Milton Township **Ride DuPage**	**(630) 668-1616** Mon–Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card

VILLAGE OF WILLOWBROOK

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card
Village of Willowbrook Pilot II	**(630) 323-8215** Mon-Fri 8:30am to 4:30pm	65+ or Disabled

VILLAGE OF WINFIELD

Program	Registration	Resident Eligibility
Winfield Township Senior and Disabled Bus	**(630) 520-0054** Mon-Fri 8:00am to 4:30pm	65+ or Disabled
Milton Township Ride DuPage	**(630) 668-1616** Mon–Fri 8:30am to 4:30pm	65+ or Disabled with ADA or RTA card

CITY OF WOOD DALE

Program	Registration	Resident Eligibility
City of Wood Dale Dial-A-Ride	Not required – For rides call **(630) 787-3763**	General Public
Addison Township Ride DuPage	**(630) 530-8161** Mon-Fri 8:00am to 4:30 pm	65+ or Disabled with ADA or RTA card
Addison Township Pilot II	**(630) 530-8161** Mon-Fri 8:00am to 4:30pm	65+ or Disabled Pilot II ID card required

VILLAGE OF WOODRIDGE

Program	Registration	Resident Eligibility
Downers Grove Township Dial-A-Ride	**(630) 719-6685** Mon-Fri 8:30am to 3:30pm	65+ or Disabled with ADA or RTA card
Lisle Township Ride DuPage	**(630) 968-2087** Mon–Fri 8:30am to 4:00pm	65+ or Disabled with ADA or RTA card

Lisle Township **Ride To Work** **Village of Woodridge** **Pilot II**	**(630) 968-2087** Mon-Fri 8:30am to 4:00pm **(630) 852-7000** Mon-Fri 8:00am to 4:30pm	65+ or Disabled with ADA or RTA card 60+ or Disabled

DU PAGE COUNTY RIDE DU PAGE

Program	Registration	Resident Eligibility
DuPage County **Ride DuPage**	(**630) 407-6500** Mon-Fri 8:00am to 4:30pm	DuPage Resident, Call for eligibility

DU PAGE COUNTY SENIOR SERVICES

Program	Registration	Resident Eligibility
DuPage County **Senior Transportation** **Grant**	(**630) 407-6500** Mon-Fri 8:00am to 4:30pm	60+, Limited grant, call for eligibility and availability

VETERANS AFFAIRS COMMISSION

Program	Registration	Resident Eligibility
DuPage VAC **Transportation**	(**630) 407-5655** Mon-Fri 8:00am to 4:00pm	DuPage County Veteran With VA medical card or DD214 discharge papers
Note: Edward Hines, Jr. VA Hospital provides a free shuttle to its location in Hines, IL from local clinics for Vet's who have an appointment there. Call your closest VA clinic, page 146 for more information or to schedule a ride.		

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Todd Finner	Recreation	August 21, 2018

DESCRIPTION:
Consideration of an Ordinance Declaring Sin Bin Hockey Shop Inventory and Equipment as Village Owned Surplus Property

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*		*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
	Safe and Beautiful Village		*Vibrant Major Corridors*

COMMITTEE ACTION: COW

DATE: August 21, 2018

BACKGROUND:
The Sin Bin Hockey Shop has a licensing agreement with the Village to operate its hockey retail shop within the Edge Ice Arenas at 735 E. Jefferson Street. The license agreement was approved on October 24, 2017 with an expiration date of August 31, 2022. Sin Bin has abandoned the Pro Shop and Storage Area and has not opened or operated since June 1, 2018 and is in breach of its agreement. Village staff and attorneys have attempted several times to contact the owner by email, phone and mail but has not receive a response. On June 27, 2018, pursuant to Sections 2, 14, and 21 of the License Agreement, the Village provided notice to inform Sin Bin that the Village will be terminating its License Agreement with the Sin Bin Hockey Shop, effective July 31, 2018. Such notice was not acknowledged. Rent for May, June and July remain outstanding and Sin Bin has been ordered to remove all of its personal property from the licensed premises prior to July 31st. Pursuant to Section 21 of the Agreement, the Village is entitled to collect reasonable costs, attorney's fees and expenses incurred by the Village in enforcing the conditions of the Agreement. However, the Village offered to waive its rights to collect these costs and fees if Sin Bin is cooperative in the termination of this Agreement and the removal of its property from the premises. The Village has still not received any response or correspondence of any matter from the Sin Bin Pro Shop.

A second notice was sent on August 6, 2018 notifying the Sin Bin that the Village will exercise its right to claim the property left on the property if it is not removed by August 10, 2018. Once again, there was no response.

It has become evident that the Village will have to incur all costs associated with the removal of remaining property as well as attorney and increased staffing fees.

KEY ISSUES:
The Village will need to maintain a minimum level of customer service at the Edge Ice Arenas. To do so, it will need the space that is currently designated for as a Pro Shop area. All remaining property needs to be removed from this space.

ALTERNATIVES:
Discretion of the Committee

RECOMMENDATION:
Staff recommends approval of the Ordinance declaring all remaining property as Village surplus. Any proceeds are used to offset legal expenses, past due rent and additional staffing costs associated with enforcing the agreement and moving inventory.

BUDGET IMPACT:

Any funds resulting from the sale of such surplus will be deposited into the Village of Bensenville General Fund.

ACTION REQUIRED:

Approval of an Ordinance Declaring Sin Bin Hockey Shop Inventory and Equipment as Village Owned Surplus Property.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	8/15/2018	Ordinance
Notice 1: Vacate Storage Area	8/15/2018	Backup Material
Notice 2: Termination of Agreement	8/15/2018	Backup Material
Notice 3: Claim to Property	8/15/2018	Backup Material
Photos of Property	8/15/2018	Presentation
Inventory List	8/16/2018	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSITION OF THE SAME

WHEREAS, THE PROVISIONS OF THE Illinois Municipal Code (65 ILCS 5/11-76-4) authorize the sale, donation, or other disposition of surplus personal property when in the opinion of a majority of the corporate authorities the continued ownership of such personal property by the municipality is no longer necessary to, useful to or in the best interest of the municipality, and

WHEREAS, the Corporate Authorities of the Village of Bensenville have determined that the continued ownership by the Village of the property identified in Exhibit A is no longer necessary to, useful to or in the best interest of the Village of Bensenville, and authorize and direct the disposition thereof in accordance with the terms herein set forth.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION TWO: DECLARATION AS SURPLUS; AUTHORIZATION OF DISPOSITION. The aforementioned list of property is hereby declared to be surplus, and the continued ownership thereof is determined to be no longer necessary to, useful to, or otherwise in the best interest of the Village, and the Recreation Department is hereby authorized and directed to dispose of them by sale, auction, or donate, and if not accepted thereby, then by such other means of disposition as may be deemed expedient. incorporated herein by reference as Exhibit "A."

SECTION THREE: SEVERABILITY. That the various provisions of this Ordinance

are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: CONFLICTS. All prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 28th day of August 2018.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

BENSENVILLE
GATEWAY TO OPPORTUNITY

12 S. Center St.
Bensenville, IL 60106

Office: 630.766.8200
Fax: 630.594-1105

www.bensenville.il.us

VILLAGE BOARD

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Agnieszka "Annie" Jaworska
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

June 5, 2018

VIA CERTIFIED MAIL AND
E-MAIL TRANSMISSION
Mr. Gino Pisellini
Sin Bin Custom Hockey
744 N. Industrial Drive
Elmhurst, IL 60126

Re: Sin Bin-Village of Bensenville License Agreement Resolution No. R-118-2017 dated November 1, 2017 by and between Village of Bensenville (the "Licensor") and the Sin Bin Hockey Shop, Inc.(the "Licensee").

Dear Mr. Pisellini:

In accordance with Section 2.b of this License, this notice shall be the written notice of termination from Licensor to terminate the license for use of the Storage Area effective as of July 5, 2018. Please ensure that all excess inventory, equipment, supplies and fixtures are removed from the Storage Area prior to that date. Billing for the Storage Area will be calculated on a pro-rated basis effective as of the date that all property belonging to Sin Bin Custom Hockey and/or Sin Bin Hockey Shop, LLC has been removed from the licensed premises.

Please contact me upon receipt of this letter as Sin Bin Hockey Shop's agreement to this notice. I will await your response.

Very truly yours,

Todd Finner, Director of Recreation
Village of Bensenville

Montana & Welch, LLC

11950 South Harlem Avenue
Suite 102
Palos Heights, Illinois 60463
(708) 448-7005
(708) 448-7007 Fax

June 27, 2018

Via Certified and Regular Mail

Mr. Jerome A. Zienty
Agent – The Sin Bin Hockey Shop, Inc.
1269 N. Westridge Pl.
Addison, IL 60101

Gino Pisellini
President – The Sin Bin Hockey Shop, Inc.
2303 Fescue
Naperville, Il. 60564

Ryann Jackson
Secretary – The Sin Bin Hockey Shop, Inc.
744 Industrial
Elmhurst, IL 60126

Gentleman,

We are the Village Attorneys for the Village of Bensenville (hereinafter "Village."). This letter is to inform you that the Village will be terminating its License Agreement with the Sin Bin Hockey Shop, Inc (hereinafter "Sin Bin") pursuant to Sections 2, 14, and 21 of the License Agreement (hereinafter "Agreement") between the parties. As you may or may not be aware, the Sin Bin abandoned the Pro Shop and Storage Area at the Edge Ice Arena in the Village. The Pro Shop has not been open or operating since June 1, 2018 in breach of the Agreement. In addition, no rent has been paid since April 16, 2018 in breach of the Agreement. Further, no notice was provided to the Village regarding this abandonment or of Sin Bin's intent to terminate the Agreement.

Therefore, the termination of the Agreement relating to the Storage Area is effective July 5, 2018, as notice relating to the termination of the Agreement relating to the Storage Area was provided to Gino Pisellini at the address listed in the agreement on June 5, 2018 by the Village. *See Exhibit A attached hereto.* The termination of the Agreement relating to the Pro Shop is effective July 31, 2018.

Rent for May 2018 and June 2018 remains outstanding and past due. These rent payments must be paid pursuant to the terms of the Agreement. Please remit rent payment for these months at your earliest convenience. In addition, rent will be due for the month of July 2018 on or before July 1, 2018. Please timely remit payment of the same.

Furthermore, Section 13 of the Agreement requires Sin Bin to remove all of its personal property from the licensed premises. Please remove all personal property from the Storage Area on or before July 5, 2018. Please remove all personal property from the Pro Shop on or before July 31, 2018. Please coordinate removal of the property from the premises with Todd Finner, the Director of Recreation for the Village. In addition, please also coordinate the return of all keys to the premises with Mr. Finner.

Please be advised that pursuant to the Agreement, should Sin Bin fail to remove its personal property from the licensed premises after termination of the Agreement, Sin Bin will be liable for all costs incurred by the Village in the removal and disposal of the property. Further, any property remaining at the licensed premises after the termination of the Agreement can become the property of the Village, at the Village's option.

Finally, pursuant to Section 21 of the Agreement, the Village is entitled to collect reasonable costs, attorney's fees and expenses incurred by the Village in enforcing the conditions of the Agreement. The Village will waive its rights to collect these costs and fees if Sin Bin is cooperative in the termination of this Agreement and the removal of its property from the premises.

If you have any questions or concerns, please contact me at any time.

MONTANA & WELCH, LLC,

By: _____
Erin E. Blake

Cc: P. Joseph Montana
Todd Finner
Evan Summers

Montana & Welch, LLC

11950 South Harlem Avenue
Suite 102
Palos Heights, Illinois 60463
(708) 448-7005
(708) 448-7007 Fax

August 6, 2018

Via Federal Express and Certified Mail

Mr. Jerome A. Zienty
Agent – The Sin Bin Hockey Shop, Inc.
1269 N. Westridge Pl.
Addison, IL 60101

Gino Pisellini
President – The Sin Bin Hockey Shop, Inc.
2303 Fescue
Naperville, Il. 60564

Gentleman-

As detailed in our June 28, 2018 letter, which was not claimed by Mr. Pisellini, the Village of Bensenville (the "Village") has terminated its Licensing Agreement with Sin Bin Hockey Shop, Inc ("Sin Bin"). The June 28, 2018 letter is attached hereto for your reference and review.

The termination of the licensing agreement was effective for the storage area on July 5, 2018 and for the pro shop on July 31, 2018.

To date, Sin Bin remains in breach of its licensing agreement with the Village, has not paid outstanding rent, has failed to respond to all correspondence from the Village requesting cooperation with the termination of the licensing agreement, and has not removed its personal property from the premises.

Therefore, pursuant to the terms of the Agreement and as stated in the June 28, 2018 letter, the Village will exercise its right to claim the property left on the premises if it is not removed by the August 10, 2018. The Village has provided Sin Bin with ample notice to remove its property and has abided by the agreement terms in relation to the termination of this licensing agreement.

In addition, the Village is entitled to collect all costs incurred by the Village in the removal and disposal of the remaining property and reasonable costs, attorney's fees and expenses incurred by the Village in enforcing the conditions of the Agreement.

If you have any questions or concerns, please contact me at any time.

MONTANA & WELCH, LLC,

By: _____
Erin E. Blake

Cc: P. Joseph Montana
Todd Finner
Evan Summers

Photos of inventory, equipment, displays, cases and machines left by Sin Bin

SPARX

FIT
REVOLU
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WORK O

WERNER

HOCKEY, INC.
ALLENGER RD.
CITY, UT 84116

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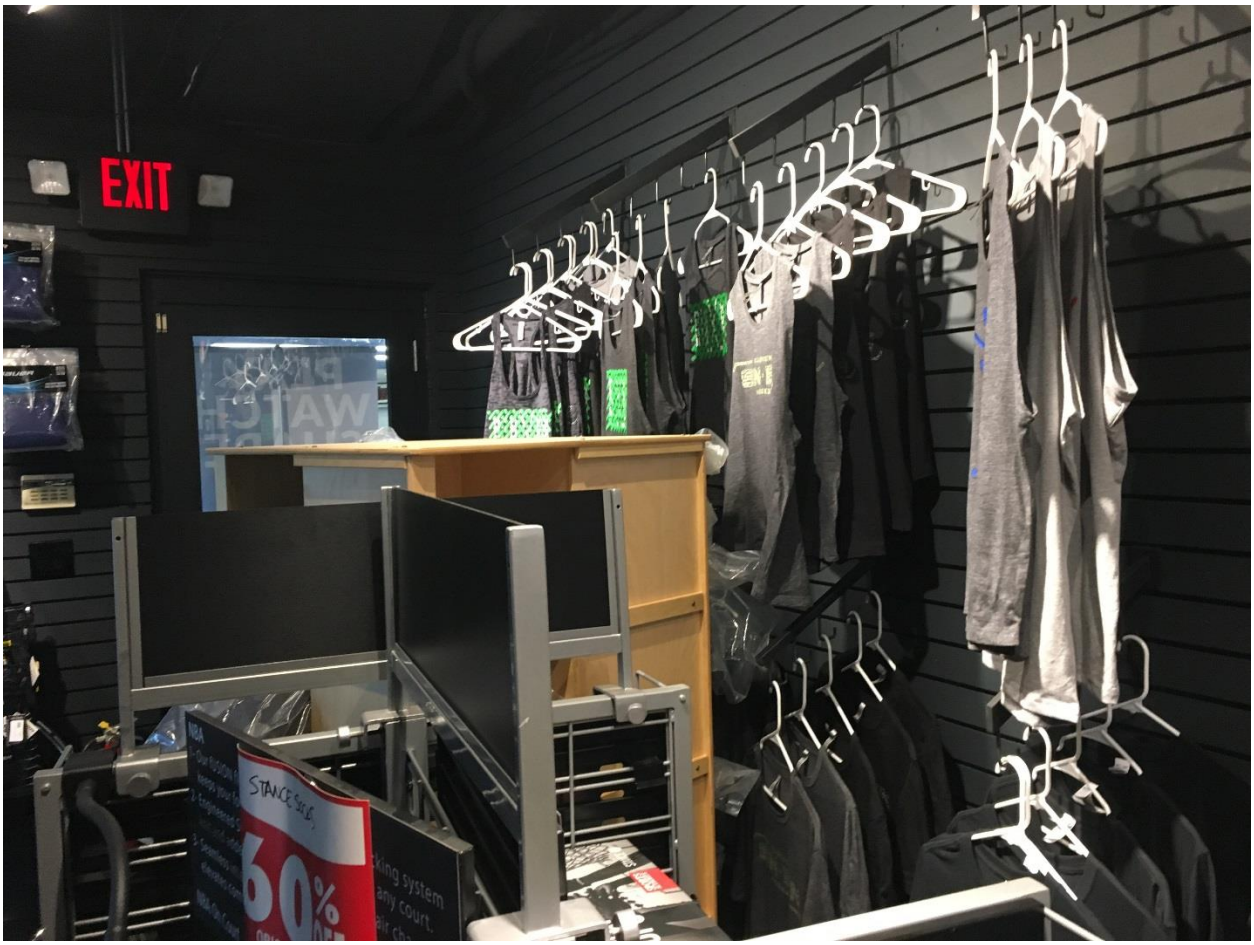
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STANCE SOCKS
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EXIT
CHIEFS
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Pro Shop Inventory

Description	Quantity
Bauer Practice Jersey	6
UHWK Helmet HD Video Camera	6
Hockey Socks	27
Bauer jock shorts	10
Women's tanks	16
T-shirts	114
Sport Write Dry Erase Board- Large	1
Hockey pucks (not in cases)	73
Hockey balls (not in cases)	27
Mouth Guards	88
Green Buscuit Light up Puck	2
Hockey Tape Scissors	14
Hockey Wax	72
Hockey Tape	152
Howies Hockey Accessory Bag	6
Howies Hockey Helmet Repair Kit	24
CCM Tack Mini Stick	4
CCM mini Goalie Stick	4
Neck Guards	10
Boxes of Hockey Laces	15
Hockey Laces waxed (not in box)	526
Hockey Laces not waxed	100
Bauer Flex Jacket - Red	1
Bauer Flex Tech Fleece- Gray	1
CCM Women's Tac Dry Pullover- Gray/Blue	1
CCM Tac Dry T-shirt- Red	1
CCM Tac Cool Jacket- Navy	1
CCM Men's Zip Jacket- Black	1
CCM Men's Zip Jacket- Gray	1
CCM Men's Zip Jacket- Blue	1
Bauer Light Weight Jacket- Black	1
Bauer Men's Zip Jacket - Gray/Black	1
Bauer Men's Zip Jacket - Gray/Navy	1
CCM Men's Tac Cool Zip Jacket-Royal Blue	1
CCM Men's Tac Cool Zip Jacket- Navy Blue	1
CCM Men's Zip Jacket- Black	1
CCM Tac Cool Zip Jacket- Gray	1
CCM Women's Tac Dry Pullover - Gray-Red	1
Mini orange cones	26
Cases of pucks	12
Cases of hockey tape	30
Cases of neck guards	6
Cases of Hockey wax	4

Box of mini hockey balls	1
First Aid Kits	2
Camo Blade covers	7
Blade Soaks	10
Helmets	40
Box of Bauer Flex Jackets	4
Box of water bottle carriers	1
Box of shin guards	1
Box of misc jackets (bauer/ccm)	9
Hockey sticks (not in boxes)	182
Box of stick	3
Mens joggers	10
Jerseys	71
Misc Jewelry	24
Hats	26
Hockey Shorts	97
Box of Hockey tape cans	1
Equipment Bags	7
Box of Chiefs duggle bags	2
Box of hockey gloves	4
Box of Blue's duffle bags	1
Box of shoulder pads	2
Box of hockey socks	3
Mini dry erase boards	13
Box of misc Blue's hockey gear	1
Box of hooded sweatshirs	3
Box of CCM pants/jackets	1
Box of skate bags	1
Box of hats	1
Box of winter hats	1
Shoulder pads (not in boxes)	10
Shin pads (not in boxes)	16
Elbow pads	15
Shorts	14
Embroidery Machines	2
Box of lighting equipment	3
Plastic shelving units	9
Retail fixtures	19
Computer Monitor	3
keyboard	3
computer	2
Skate Sharpening Machine	1
Phone	1

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Todd Finner	Recreation	August 21, 2018

DESCRIPTION:
Consideration of a Resolution Authorizing a Master License Agreement with Universal Film Exchanges, LLC

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village	X	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*	X	*Major Business/Corporate Center*
X	*Safe and Beautiful Village*	X	*Vibrant Major Corridors*

COMMITTEE ACTION: COW

DATE: August 21, 2018

BACKGROUND:

Universal Film Exchanges has enacted a new Master License Agreement (MLA) that supersedes the previous MLA. This new MLA shall govern the theatrical licensing of all Universal releases. Any exhibition of Universal releases will adhere to the rules of this Master License Agreement as of May 1, 2018.

A list of recent Universal releases includes Insidious, Pacific Rim: Uprising, Blockers, Truth or Dare, Breaking In, Jurassic World: Fallen Kingdom, The First Purge, Skyscraper and Mamma Mia! Here We Go Again.

KEY ISSUES:

This agreement specifies the terms of the License for each Picture (Confirmation), the length of the Picture Run and various other stipulations put on the exhibitor (Village) such as:

- **Consecutive Showings.** Each Picture will be exhibited on consecutive days during the entire Run, and on each exhibition (Show) on every day of the Run, without intermission, from the actual hour of the opening of the theater to the actual hour of its closing, with no more time between Shows than is reasonably necessary to clean the auditorium and to allow for the exit and entrance of patrons.
- **Passes and Special Admissions.** Any Discount Admissions exceeding two percent (2%) of all admissions during such Playweek shall be deemed to have been admitted, for purposes of calculating Gross Receipts, at the highest ticket price for the applicable Playweek.
- **Checking.** At all times upon any exhibition dates, Universal is given the right to have its authorized representative present at any and all of the Exhibitor's theaters to verify the issuance and collection of tickets of admission to, the number of persons entering the theater, all receipts from the theater, and the exhibition of Pictures, trailers and advertising materials. The Village agrees that such representative shall have free access to all parts of such theater(s) and premises, including the box office, the right to examine any and all ticket machines, computer terminals, projectors and related equipment.
- **Limitation of Pre-Run Advertising.** The Village cannot advertise the upcoming exhibition of a movie while other first run theaters are currently showing the Picture.
- **Liquidated Damages for Failure to Exhibit for Full Playdates.** 60% of prior week's Gross Receipts or 100% of prior week's Gross Receipts in the event that a legal holiday falls within any portion of any unplayed or interrupted Playweek.
- **Other Program.** If the Village exhibits any other program (sneak preview, special screening, movie premiere) at a Show in the place of a Picture without Universal's prior written consent, any revenue derived therefrom shall be included in the Gross Receipts for the Picture that will be due Universal.
- **Collection Costs and Counsel Fees.** Universal shall be entitled to full recovery of all such costs and fees in the event of a material breach of the MLA or License Confirmation by the Village.
- **Indemnification.** The Village agrees to indemnify, defend, and hold Universal harmless from any claims, suits, loss or damage arising out of any breach of Village obligations, gross negligence on the part of the Village or any third party claim involving any alleged injury to person or property and/or action or inaction taken by Universal at Exhibitor's request.

ALTERNATIVES:

Discretion of the Committee of the Whole.

This Resolution requires final approval by the Village Board. Should the Board not approve the Resolution, the Village would not be permitted to exhibit any Pictures distributed by Universal.

RECOMMENDATION:

The Village attorney's were able to establish that a personal guarantee is not required for the Village of Bensenville MLA with Universal. However, Universal is not willing to make any changes to the MLA to make the agreement more reciprocal and the Village can either sign the MLA as is or decide not to exhibit Universal movies.

This agreement in similar in to other movie distributor License Agreements therefore staff recommends approval of the Resolution.

BUDGET IMPACT:

Revenues generated from exhibiting movies from companies such as Universal have been included in the 2018 annual budget.

ACTION REQUIRED:

Approval of the Resolution authorizing a Master License Agreement with Universal Film Exchanges, LLC.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/15/2018	Resolution Letter
Agreement	8/15/2018	Exhibit

RESOLUTION NO. _____

A RESOLUTION APPROVING A MASTER LICENSE AGREEMENT WITH UNIVERSAL FILM EXCHANGES, LLC

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates movie theatres commonly known as the Bensenville Theatre (collectively the "THEATRE"), and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to enter into agreements to provide theatrical exhibitions of motion pictures at the THEATRE: and

WHEREAS, an organization known as Universal Film Exchanges, LLC, provides such services for movie theatres and has expressed a desire to enter into a Master License Agreement pursuant to the terms and conditions as expressed in the agreement (hereinafter the "AGREEMENT") attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with Universal Film Exchanges, LLC.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Master License Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 28th day of August, 2018.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

UNIVERSAL FILM EXCHANGES LLC
MASTER LICENSE AGREEMENT

This Master License Agreement (hereinafter "**MLA**") is made by and between Universal Film Exchanges LLC (hereinafter referred to as "**Universal**"), and the exhibitor identified below (hereinafter referred to as "**Exhibitor**"), regarding the theatrical exhibition of Universal motion pictures and/or such other audiovisual content as Universal may elect to distribute (whether by film print, digital cinema package ("DCP"), DVD, by wireless, or other method now known or hereafter created) (each such motion picture or other audiovisual content hereinafter the "**Picture**" or, if plural, the "**Pictures**") by Exhibitor.

1. AGREEMENT AND CONFIRMATIONS.

1.1 Exhibition of a Picture.

The MLA shall govern the course of dealing between Universal and Exhibitor for all theatres (whether specified in Exhibit B or not) owned, operated and/or booked by Exhibitor which exhibit a Picture. Exhibition by Exhibitor of a Picture subsequent to receipt of this MLA shall be deemed agreement and consent to the terms and conditions herein.

1.2 Confirmation.

Attached hereto as Exhibit A is a sample of a Confirmation of License Agreement (hereinafter "**Confirmation**"), which when completed and transmitted to Exhibitor with specific terms for a Picture or Pictures, together with the terms contained in this MLA, shall constitute the license agreement (hereinafter "**License**") for that Picture or Pictures, as described in more detail in Paragraph 2.01. The terms herein shall be deemed incorporated into all individual Licenses.

1.3 Terms of the Confirmation.

Receipt of a Confirmation shall be binding on Exhibitor and any subsequent exhibition by Exhibitor of a Picture shall constitute and be deemed full agreement and consent to the terms and conditions contained in such Confirmation and the License for each Picture.

1.4 No Obligation to License.

For the avoidance of doubt, until a Confirmation is issued by an authorized representative of Company, Universal shall be under no obligation to license any Picture to Exhibitor, and nothing herein shall obligate Universal to license to Exhibitor Pictures in general or any Picture in particular or any Picture in a particular format (e.g., digital/3D/IMAX/PLF/HDR/DVD) ("**Format**") or with any related presentation effects (e.g., motion chairs or other in-theatre environmental effects) ("**Presentation Effects**"). In the event Exhibitor advertises, publicizes or sells any admissions to a Picture prior to being granted a License pursuant hereto, such activity or sale shall be at Exhibitor's own risk and Universal makes no representation or warranty to Exhibitor regarding the availability of any particular Picture and/or the terms upon which such Picture may be licensed.

2. LICENSE/DURATION OF RUN.

2.1 License.

Universal grants and Exhibitor accepts a limited, nonexclusive, non-transferable license under copyright to exhibit publicly the Picture(s) set forth in the Confirmation, at the film rental terms specified in the Confirmation ("**Film Rental**"), but only at the theatre(s) and on the consecutive days for said theatre(s) specified in the Confirmation (which consecutive days shall be deemed the "**Run**"), and in the particular Formats specified in the Confirmation and (if the Confirmation requires exhibition in a particular auditorium) in the particular auditorium of the theatre, and for no other use or purpose.

2.2 Indefinite Run.

If the Picture is licensed for an indefinite Run, or if the playdates are not specified in the Confirmation, the dates of the beginning and end of the Run shall be determined by Universal in its sole discretion, but in any event upon notice to Exhibitor of such dates. If the Confirmation specifies Film Rental terms for holdovers, such Film Rental terms for holdovers shall apply in the event the parties agree prior to the conclusion of the Run to extend said Run.

2.3 Consecutive Showings.

Except as otherwise expressly authorized by Universal, each Picture will be exhibited on consecutive days during the entire Run, and on each exhibition ("**Show**") on every day of the Run, without intermission, from the actual hour of the opening of the theatre to the actual hour of its closing, with no more time between Shows than is reasonably necessary to clean the auditorium, allow for exit and entrance of patrons, and allow for the exhibition of a reasonable amount of motion picture trailers and other preshow materials.

3. GENERAL TERMS – FILM RENTAL

3.1 Definitions.

As used in this MLA and any Confirmation, for purposes of computing Film Rental, the term "**Flat Rental Picture**" shall mean and refer to a Picture for which the license fee is a fixed sum; the term "**Percentage Picture**" shall mean and refer to a Picture for which the license fee is computed and determined in whole or in part upon a percentage of the "Gross Receipts" (as hereinafter defined) or upon a guarantee against a percentage of such Gross Receipts; and the term "**Per Capita Picture**" shall mean and refer to a Picture for which the license fee is computed and determined in whole or in part by either of the following formulas (as Universal may elect from time to time): (i) multiplying applicable percentage terms against the amounts specified in the Confirmation or some other writing provided by Universal; or (ii) multiplying the number of patrons admitted during the Run by the amounts specified in the Confirmation or some other writing provided by Universal. "**Gross Receipts**" shall mean all monies received, receivable, or pursuant to Paragraph 3.09 below (if applicable) deemed received, for admission to the theatre premises for the performance of any Picture, regardless of when or where paid (excluding only admission taxes collected from patrons by Exhibitor as required by law). Gross Receipts shall include, without limitation, any and all upcharges incident or related to the exhibition of any Picture in a particular Format or in a particular auditorium

or section of an auditorium, and any and all monies paid to Exhibitor for promotions, upgrades or services incident or related to admission.

3.2 Default Film Rental Terms.

A Picture licensed hereunder shall be licensed as a Percentage Picture (unless the Confirmation or some other writing provided by Universal specifies to the contrary) at the percentages specified in the applicable Confirmation. Exhibitor agrees that if (i) there is no Confirmation, (ii) the Confirmation fails to specify percentage terms, or (iii) a bona fide dispute arises over the terms set forth in the Confirmation, then the Film Rental terms for the Picture shall be seventy percent (70%) of Exhibitor's Gross Receipts. Notwithstanding the foregoing, Universal may elect to license any particular Picture as a Flat Rental Picture, a Percentage Picture, a Per Capita Picture, or as a combination of any of the foregoing, in its sole discretion.

3.3 Payment Locations/Dishonored Instruments/Notices.

Exhibitor agrees to make all payments to Universal hereunder either: (i) in electronic format via Wire or ACH to such account designated by Universal in writing; or (ii) in paper check form to Universal Film Exchanges, PO BOX 848270, Dallas, TX 75284-8270 or at such other location as may be designated by Universal in writing. Exhibitor further agrees to pay to Universal any bank fees and costs resulting from the dishonor of any payment instrument. Universal may recoup such amounts from any sums otherwise remittable to Exhibitor. All notices to Universal (other than payments made pursuant to this paragraph and other than Box Office Statements submitted per Paragraph 3.08 below) shall be sent in writing to Universal Film Exchanges, 1000 Flower Street, Grandview #235, Glendale, California 91201 Attention: National Accounts Receivable, with a courtesy copy for any legal notices relating to an alleged breach of this Agreement or any claims, litigation, subpoenas, bankruptcy or notices relating to Paragraphs 5.04, 6.06, and 8.06 to NBCUniversal Filmed Entertainment, 100 Universal City Plaza, Building 2160, Suite 8C, Universal City, California 91608 Attention: General Counsel; provided, however, Universal may hereafter from time to time specify in writing to Exhibitor a substitute address.

3.4 Guarantees and Advances.

To the extent permitted under applicable law, Universal may require, in connection with a particular Picture, the payment of an advance and/or guarantee. The amount of such advance or guarantee and the time period for such payment shall be specified in the Confirmation for the particular Picture. If the advance or guarantee is not so paid, Universal reserves the right, in addition to and without prejudice to any other right it may have at law or in equity, to revoke the License.

3.5 Admission Receipts Held in Trust.

Admission receipts from the patrons paying admission during the exhibition of any Picture shall be held in trust for Universal, whether or not Exhibitor has physically segregated the monies so collected, and Exhibitor shall remit such funds to Universal as provided herein, after deducting such amounts, if any, owed to Exhibitor under this MLA.

3.6 Taxes.
Exhibitor shall pay to Universal upon demand any tax, fee or other similar charge imposed or based on any sums payable under this MLA, or any License, or in connection with the delivery, exhibition, possession or use by Exhibitor of the print of any Picture. This obligation is in addition to payment of Film Rental, and any amounts paid shall not be deducted from Gross Receipts except as expressly set forth in Paragraph 3.01. The word "tax" as used in this paragraph includes, without limitation, taxes, fees, assessments, imposts, levies, excises or other charges imposed by any governmental body, however denominated.

3.7 Payments and Interest.
Payment of Film Rental for each Picture shall be made on a weekly basis for each week of the Run (a "**Playweek**"), with (except as otherwise expressly specified by Universal in the Confirmation) the Film Rental for each Playweek of exhibition of the applicable Picture due and payable within twenty-eight (28) days of the conclusion of each such Playweek (the "**Due Date**"). If Exhibitor fails to timely pay (as set forth above) all applicable sums owed hereunder, Exhibitor shall pay interest on all such sums owing Universal. The interest shall be calculated from the thirtieth (30th) day after the Due Date, and shall be at the rate of one-and-one-half percent (1-1/2%) per month or such lower maximum rate as is specified by controlling law.

3.8 Box Office Statements.
For each Picture licensed in whole or in part as either a Percentage Picture or Per Capita Picture, on a weekly basis for each Playweek, to be received by Universal within seven (7) days of the conclusion of the applicable Playweek, Exhibitor shall submit to Universal a correct, itemized statement of attendance and Gross Receipts of the theatre for each exhibition date and containing all information required hereunder (hereinafter "**Box Office Statement**"). All Box Office Statements shall be submitted to Universal in electronic format (through SWIFT, or in accordance with such other mechanism as Universal may designate from time to time). Box Office Statements shall certify separately for each admission classification and each Format on each exhibition date: the total number of admissions in each classification and Format; the gross price of admission thereof (prior to any deductions); the net price of admission thereof (exclusive only of admission taxes); the Gross Receipts therefrom; all admission taxes payable by the patron; the opening and closing serial number of each sequence of tickets issued; the information as to passes and discount admissions required by Paragraph 3.09 below; the applicable dates of the Playweek; any other motion pictures or other attractions shown; and such other additional information as Universal may reasonably request. Exhibitor may correct any inadvertent errors to any Box Office Statement by written notice to Universal to be received no later than six (6) months from the initial date of issue of the applicable Box Office Statement, at which point (subject to Universal's checking and auditing rights set forth in Paragraph 4 below), such Box Office Statement shall become final and binding on Exhibitor, and will not be subject to any further adjustments by Exhibitor.

3.9 Passes, Discount Cards, Promotions And Other Special Admissions.
All persons admitted to a Picture other than by full payment of a regularly posted box office admission price clearly posted at the box office and available for sale to the

general public at such box office (or if no box office, the applicable admission price that is listed and available for purchase at an equivalent in-theatre point of sale), whether admitted for free, by pass, discount card, coupon, subscription, membership, promotion or otherwise, with or without a service charge (each a "**Discount Admission**") shall be separately accounted for in the Box Office Statement as provided in Paragraph 3.08. During each Playweek for the applicable Picture, any Discount Admissions exceeding two percent (2%) of all admissions during such Playweek shall be deemed to have been admitted, for purposes of calculating Gross Receipts, at the highest ticket price for the applicable Playweek, Format and auditorium (or section of auditorium, if applicable) posted at the box office (or other equivalent in-theatre point of sale as set forth in the above sentence), unless a different percentage cap on Discount Admissions (which may be zero) is specified by Universal in the Confirmation for such Picture.

3.10 Repertory Picture.
In the event a licensed Picture is specified as a repertory picture in the Confirmation (a "**Repertory Picture**"), Paragraphs 2.03 and 6.02 of this MLA shall not apply to such Repertory Picture's License. Furthermore, in the event that such Repertory Picture is licensed as a Flat Rental Picture, Paragraphs 3.02, 3.04, 3.08, 3.09, 4.01, 4.02, 4.03 and 6.01 of this MLA shall not apply to such Repertory Picture's License.

3.11 Use of DVD Format.
In the event use of a DVD or other approved electronic medium (collectively "**DVD**") is authorized by Universal as the Format in the Confirmation, Exhibitor will exhibit only the original U.S. theatrical release part of the DVD. The DVD shall be purchased by Exhibitor at its sole cost, and Paragraphs 5.01 and 5.02 of this MLA shall not apply.

3.12 Cross-collateralization.
Except as otherwise expressly authorized by Universal, there shall be no cross-collateralization of debts, credits or charges accrued in connection with a Picture released by one Universal company or label against the debts, credits or charges accrued in connection with a Picture released by some other Universal company or label.

4. BOOKS AND RECORDS/CHECKING.

4.1 Tickets.
Exhibitor agrees to use only serially numbered tickets consecutively numbered in Arabic numerals, each of which tickets shall bear the serial number, the name and location of said theatre with a separate and distinct series for each admission price classification; to use no more than one series for each admission classification at any time without duplicates; to issue to each person admitted a separate such ticket consecutively in the numerical order of the particular series and not to re-use such tickets; and to tear such ticket upon its presentation, and return one stub to the patron containing the entire serial number. Notwithstanding the foregoing, with Universal's approval, Exhibitor may use an industry-recognized ticketing system which does not comply in all respects with the requirements set forth in this Paragraph; provided, however, such ticketing system must nevertheless allow Universal to determine from the information printed on the patron stub the following details of the transaction: the applicable Picture, theatre, time and

date of Show, auditorium (or section of the auditorium), Format and patron category, as well as the price of the ticket.

4.2 Checking.

At all times upon any exhibition dates, Universal is hereby given the right to have its authorized representative or "checker" present at any and all of Exhibitor's theatres to verify the issuance and collection of tickets of admission to, the number of persons entering the theatre, all receipts therefrom, and the exhibition of Pictures, trailers and advertising materials. Exhibitor agrees that for such purpose such representative shall have free access to all parts of such theatre(s) and theatre premises, including the box office, the right to examine any and all ticket machines, computer terminals, projectors and related exhibition equipment, and other hardware, and/or other such devices, the right to examine all tickets and stubs, and the right to examine all entries in all of Exhibitor's books and records of any kind (including computerized data and computer programs) pertaining to attendance, tickets of admission, Gross Receipts and schedule and exhibition of Pictures, trailers and advertising materials. Exhibitor further agrees that it will not cause, permit or suffer any interference with the representative in the performance of the latter's duties. Universal's authorized representative is not required to notify the Exhibitor of his or her presence at Exhibitor's theatre.

4.3 Books and Records.

It is agreed that Exhibitor will keep and preserve for at least four (4) years from the issuance of the applicable Box Office Statement full and accurate books and records including computerized data and computer programs pertaining to the operation of Exhibitor's theatre(s), including but not limited to information pertaining to the various items above required to be specified to Universal in Exhibitor's Box Office Statements, to the acquisition, disposition and supply of all tickets used or intended for admission at the theatre, and to the schedule and exhibition of Pictures, trailers, and advertising materials. Universal is also hereby given the right to audit any and all of Exhibitor's books and records at any time after the conclusion of the engagement of any Picture, and for such purpose Universal's authorized representatives shall be given access to the theatre(s), including the box office and/or other places where such books and records are kept and may make, download and/or transmit copies of such books and records. The Exhibitor will also make available such books and records under its direction and control that may be in the possession of a third party. In the event that any audit of Exhibitor's books and records discloses any material discrepancy or any breach of this MLA or any Confirmation, in addition to any other rights or remedies available to Universal at law or under this MLA or applicable Confirmation, Universal shall be entitled to recover all audit costs from Exhibitor. The exercise by Universal of any right or rights herein granted, or the acceptance by Universal of any payment or statement from the Exhibitor, and regardless of any restrictive language which might be reflected in connection with such payment or statement shall be without prejudice to any of Universal's rights or remedies and shall not prevent Universal from thereafter disputing the accuracy of any such payment or statement made by Exhibitor.

4.4 Theatres Operated by Exhibitor.

Attached hereto as Exhibit B is a list of theatres owned, operated or booked by Exhibitor and covered by this MLA. In the event Exhibitor acquires additional theatres, Exhibitor

agrees to provide prompt written notice to Universal thereof. In the event of a change in status of a theatre (such as a closure, sale, transfer, or other disposition of a theatre), Exhibitor agrees to provide Universal a minimum of fourteen (14) days written notice (unless Universal agrees in writing to a shorter time period) ("**Termination Notice")** of such change in status of the applicable theatre(s). With respect to the theatre(s) for which Exhibitor issues such Termination Notice, this MLA shall then terminate with respect to such theatre(s) on the later of: (i) the conclusion of such fourteen (14) day notice period; or (ii) the date the change in status occurs in fact or as set forth in the Termination Notice (**"Termination Date"**). No such Termination Notice shall affect any amounts due for Runs prior to the termination of the MLA, Exhibitors obligations pursuant to Paragraphs 3.06, 3.07, 3.08, 3.09, 3.12, 4.03, 6.06, 6.07, 7.01, and Paragraph 8 shall continue with respect to the terminated theatres and any and all Licenses shall be terminated as of the Termination Date. Notwithstanding the foregoing and any such Termination Notice, this MLA shall continue to be of force and effect with respect to, and Exhibitor shall continue to be fully liable for, any theatres (if any) for which a Termination Notice is inaccurate or not received by Universal as provided herein.

5. PRINTS & ADVERTISING MATERIALS.

5.1 Delivery and Return of Prints.

Universal agrees to deliver a print ("**Print**") of each Picture suitable for exhibition to Exhibitor in the Format specified in the Confirmation. In the event that a Print is in encrypted DCP format, Universal shall provide the necessary decryption file ("**KDM**") to allow the licensed Picture to be exhibited as provided hereunder (Exhibitor acknowledges that an open communication channel (e.g., internet access) will be necessary to receive such KDM). Universal shall make deliveries hereunder to Exhibitor or its agent or to a common carrier designated by it or to the United States postal authorities. However, the method of shipment and the identity of the agent or common carrier must be acceptable to Universal. It shall be Exhibitor's sole responsibility to load materials supplied by Universal onto Exhibitor's equipment. Exhibitor agrees to provide such information to Universal or its agent as may be required for Universal to confirm that a Print has been delivered and, if such Print is in DCP format, properly loaded. Unless otherwise instructed by Universal in writing, Exhibitor agrees to delete all copies of the Picture from Exhibitor's equipment immediately upon conclusion of the Run of the Picture. Exhibitor agrees to return all physical materials supplied by Universal including but not limited to hard drives, film prints, reels and containers to such location as Universal or its agent directs in writing and in the same condition as when received, reasonable wear and tear due to proper use thereof excepted, immediately after the last exhibition and to pay transportation charges both ways, if applicable. Timely return of film Prints is a material term hereof, and Exhibitor's failure to or delay in returning any film Print to Universal or failure to forward or delay in forwarding as directed by Universal, is a breach of this MLA, and Exhibitor agrees to indemnify and defend Universal for any damages or causes of action that arise from or are occasioned by such breach. Furthermore, it shall be Exhibitor's responsibility to obtain a receipt identifying each physical material returned to Universal and to furnish to Universal a copy thereof in the event of any dispute as to

whether or not such physical material has been returned in accordance with the provisions hereof.

5.2 Loss and Damages to Physical Materials and Film Prints.
Exhibitor shall pay to Universal a sum equal to the cost of replacement for any physical material including any film Print lost, stolen or destroyed or injured in any way in the interval between the delivery to and the return thereof by Exhibitor. Such payment, however, shall not transfer title to or any interest in any such physical material to Exhibitor or any other party, nor release Exhibitor from any liability arising out of any breach of this MLA. Exhibitor shall immediately and in writing notify Universal of the loss, theft or destruction of or damage or injury to any film Print. Any claim by Exhibitor with respect to the condition of a film Print shall be deemed waived unless written notice of such claim shall have been given to Universal immediately subsequent to the first public exhibition thereof by Exhibitor.

5.3 Alteration of Prints Prohibited.
Exhibitor shall exhibit each Picture in its entirety (including, without limitation, the credits) and shall not attempt to copy, reprogram, duplicate, sub-rent or part with possession of any Print or materials supplied by Universal to Exhibitor, except if the Print is a DCP, in which case Exhibitor may copy such DCP only on Exhibitor's equipment and solely for the purpose of exhibiting such DCP in accordance with the License. For any Picture in DCP format, Exhibitor agrees to use only the most recent version of a composition play list delivered to Exhibitor by Universal. In no event shall Exhibitor attempt to reprogram, reverse engineer or otherwise alter or tamper with any of the security measures installed in any materials supplied by Universal to Exhibitor. Exhibitor acknowledges that these security measures may automatically prevent a DCP from being exhibited under certain conditions, including: (i) playing outside the dates of the licensed Run; (ii) playing on equipment other than that for which a KDM has been provided; and (iii) if the security elements of the exhibiting equipment have been tampered with. Exhibitor shall not cut or alter any film Print, excepting to make necessary repairs thereto.

5.4 Anti-Piracy.
Exhibitor agrees to adopt and enforce commercially reasonable content security standards and procedures and take all steps reasonably necessary to prevent any unauthorized copying, replication, dissemination, publication, disclosure, transfer, alteration or exploitation of a Picture or trailer or electronic file or other form of misappropriation of any Picture or trailer or electronic file, and further agrees not to relinquish possession of any Print or electronic file except as provided herein. Exhibitor further agrees to take all actions reasonably requested by Universal to prevent unauthorized duplication, theft, or piracy, including fully assisting and cooperating in any effort to reduce, mitigate or stop such acts, and to advise Universal promptly in the event Exhibitor becomes aware of any suspected or actual piracy, theft or duplication. Exhibitor further agrees it shall adopt and enforce commercially reasonable security measures and procedures at each theatre to protect the health, safety and welfare of employees and members of the public. Exhibitor agrees to take all steps reasonably necessary to secure projector booths containing exhibition equipment and to not allow access by any unauthorized persons to locations containing such equipment. Exhibitor

will provide Universal or its agent with any identification (e.g., forensic mark identification) applicable to Exhibitor's digital exhibition equipment for the purposes of theft detection.

5.5 Marketing Commitment.
For each Picture to be exhibited by Exhibitor, Exhibitor will use commercially reasonable efforts to market and promote such Picture commensurate with pictures of a similar genre, size and scope. Such marketing may include, without limitation, on-screen, print, onsite POS and merchandising, digital and social advertising, whether through paid advertising, non-paid publicity or otherwise. Exhibitor shall seek approval from Universal for all marketing and promotion campaigns related to the Picture. Universal's failure to respond to any request for approval shall be deemed disapproved. Universal reserves the right to set certain parameters (e.g., term, release date, territory, media, etc.) regarding the publication or distribution of any approved marketing and promotion materials for any reason in its sole discretion including, without limitation, to align with Universal's marketing strategies and plans. Universal further reserves the right, upon Universal's request, to require the immediate takedown/removal of any unauthorized advertising materials or to prohibit the use of any marketing or promotional materials except as approved hereunder. Upon request, Exhibitor agrees to provide reports, in a form and format to be mutually agreed upon by the parties, of any such marketing and promotion efforts including, without limitation, trailer logs. Exhibitor shall be solely responsible for any and all claims related to the production, distribution, display, use and/or other exploitation of any marketing and promotional materials (excluding solely to the extent such claim arises out of or in connection with advertising materials provided by Universal).

5.6 No Sale of Certain Materials.
Exhibitor shall not sell, license, monetize nor permit any sale, licensing, monetization or distribution of souvenirs, programs, posters, music, marketing, advertising or other merchandise pertaining to the Pictures or the actors therein without the written consent of Universal or of a Universal parent, subsidiary, or affiliate.

5.7 Limitation on Pre-Run Advertising.
If the licensed Run is a subsequent run, Exhibitor shall not advertise the Picture prior to or during the exhibition by any other exhibitor having the right to a prior run for such Picture without Universal's prior written consent. This clause is a material term hereof, and in the event of a breach thereof, Universal shall have the right, in addition to all other rights, to terminate the License for such Picture.

5.8 Trailers and Advertising Materials.
Exhibitor shall exhibit each trailer and advertising material provided by Universal or its agents in its entirety and shall not copy, duplicate, sub-rent or part with possession of any trailer or advertising material, except in the event that the trailer and/or advertising material is in digital file format, Exhibitor may copy such digital file only on Exhibitor's equipment and solely for the purpose of exhibition of such trailer and/or advertising material in accordance with the terms hereof. Exhibitor shall not cut, edit, modify or alter any trailer or advertising material, except for any non-material changes including, for example, for formatting, size, platform adjustments and/or revisions to Exhibitor specific versions (e.g., end cards) that do not change or modify the content or the

meaning or presentation of such advertising materials. Upon the conclusion of the Run for a Picture, all trailer and advertising materials provided to Exhibitor by Universal or its agents in connection with that Picture shall at Universal's direction be promptly destroyed or returned to the locations as specified from time to time by Universal.

5.9 Digital Exhibition Equipment.

For Licenses of Picture(s) in DCP format, Universal shall provide Print(s) playable on digital exhibition equipment compliant with the technical specifications approved and published, as amended from time to time, by Digital Cinema Initiatives, LLC (the "**DCI Specifications**"). In the event Exhibitor's equipment is not compliant with the DCI Specifications, Universal makes no representations or warranties regarding the playability of Universal DCPs on such equipment. Exhibitor agrees to provide prompt written notice to Universal (or an agent designated by Universal) of any acquisition, changes or moves to digital exhibition equipment including any necessary information required to exhibit the Picture(s) on any such digital exhibition equipment (e.g., equipment certificates in order to generate a KDM in accordance with the DCI Specifications).

5.10 Trademark.

Exhibitor shall not use in any way the trademarks or tradenames of Universal or its affiliated entities, and will not publish or cause to be published any statement, or encourage or approve advertising or any practice which might mislead or deceive any parties or might deprecate or be detrimental to the good names, trademarks, goodwill or reputation of Universal, its affiliated entities, the Picture(s), or Universal's owned or licensed trademarks and tradenames, and further agrees, upon request, to withdraw any statement and discontinue any practice deemed by Universal to have such effect.

5.11 Presentation Effects.

In the event the Picture is to be exhibited with Presentation Effects, the provisions of this MLA are modified by the terms of the rider set forth in Exhibit C and such additional and supplemental terms that Universal may provide to Exhibitor from time to time regarding such Presentation Effects.

6. DEFAULT

6.1 Liquidated Damages for Failure To Exhibit for Full Playdates.

Unless approval to reduce the Run is authorized by Universal, if Exhibitor fails to exhibit the Picture for the full applicable Run provided for in the Confirmation, Exhibitor and Universal agree that damages would be difficult to calculate, and as liquidated damages and not a penalty, Exhibitor agrees to pay for the first unplayed Playweek (or portion thereof) a sum equal to sixty percent (60%) of the immediately prior Playweek's Gross Receipts (**"Computed Gross"**) multiplied by the prevailing Film Rental terms for the unplayed Playweek at issue. For each succeeding unplayed but contracted Playweek, Exhibitor agrees to pay a sum equal to sixty percent (60%) of the prior week's Computed Gross multiplied by the prevailing Film Rental terms for the unplayed Playweek at issue. Notwithstanding the foregoing, in the event that a legal holiday occurs within any such unplayed Playweek, the Computed Gross for such week shall be calculated on a hundred percent (100%) basis in lieu of the sixty percent (60%) basis. In lieu of the foregoing, if the Picture is licensed solely as a Flat Rental Picture, and if

Exhibitor fails or refuses to exhibit such Picture for the full Run agreed upon in the applicable Confirmation, and if Universal has not approved the reduction of the Run, Exhibitor shall nonetheless pay, as liquidated damages and not as a penalty, the full license fee stipulated in the Confirmation and calculated in accordance with this MLA as if the Picture was exhibited through the Run specified in the Confirmation.

6.2 Other Program.
If, without Universal's written consent, Exhibitor exhibits any other program at a Show in place of a Picture, including, without limitation, any sneak preview or special screening, the greater of (i) any revenue derived therefrom or (ii) the average per Show gross for the Picture for that exhibition day, times the number of shows of such other program, shall be included in Gross Receipts for the Picture.

6.3 Injunctive Remedies Available to Universal.
If Exhibitor exhibits a Picture in a manner that is inconsistent with the Confirmation or the License, or repudiates its obligation to play any Picture licensed hereunder or fails or refuses to play such Picture in accordance with the provisions hereof, then, in addition to the rights set forth herein, Universal shall be entitled to injunctive relief to compel Exhibitor to cease all exploitation of the Picture, or to comply with the provisions of the License, as applicable.

6.4 Condition Precedent.
Exhibitor agrees that Universal shall have the right to demand and receive, as a condition precedent to the issuance of any Confirmation, the granting of any License or the delivery of any Picture, all of the amounts then due Universal by Exhibitor for any theatre in which Exhibitor is an owner, operator, or has an interest.

6.5 Termination Rights.
In addition to the other provisions set forth in this Paragraph 6, if Exhibitor commits any breach of this MLA and its applicable Confirmations, or if Exhibitor defaults under or commits any breach of any other license agreement heretofore or hereafter made with Universal, then on the happening of any one of such events, Universal may either terminate this MLA or any or all other Licenses with Exhibitor and/or suspend future delivery of any Confirmations or Pictures under this MLA or any or all other Licenses with Exhibitor. Exhibitor agrees to cease any further exhibition of the Picture upon receipt of notice of such termination, and at the same time to return to Universal any physical materials (including, if applicable, film Prints) supplied by Universal, and Exhibitor further acknowledges and agrees that any continued exhibition of the Picture after such notice shall be without right or license and, in such event, or in the event of any unauthorized holdover, unauthorized exhibition at a theatre (other than as set forth in the Confirmation), or unauthorized exhibition at an auditorium (other than as set forth in the Confirmation, if any is so specified), the Exhibitor acknowledges that such unauthorized exhibition shall constitute an infringement of copyright, and that Universal, without waiving any of its other rights or remedies, shall in such case be entitled to immediate possession of any physical materials (including, if applicable, film Prints) supplied by Universal and to one-hundred percent (100%) of all receipts, from whatever kind or source, from such unauthorized exhibition of the Picture.

6.6 Solvency.

Exhibitor shall promptly notify Universal with no less than thirty (30) days written notice if it reasonably believes it is, or may in the foreseeable future become, unable to pay its debts as they become due. Upon receipt of the foregoing notice, Universal shall be entitled in its sole discretion to suspend or terminate any or all applicable Confirmations and Licenses. If Exhibitor becomes insolvent or if the Exhibitor voluntarily or by operation of law should lose control of any theatre, then on the happening of any one of said events, Exhibitor shall be in default of this MLA and all applicable Confirmations and Licenses, and Universal shall have all rights and remedies available under law and/or this MLA.

6.7 Collection Costs And Counsel Fees.

In the event that Universal incurs costs or expenses by reason of Exhibitor's breach of this MLA, or an applicable Confirmation or License, including, but not by way of limitation, court costs, reasonable attorney's fees, audit costs and fees, or collection agency costs and fees, Universal shall be entitled to full recovery of all such costs and fees.

7. INDEMNITY

7.1 Indemnity.

Exhibitor agrees to indemnify, defend, and hold Universal harmless from any claims, suits, loss or damage (including reasonable outside attorneys' fees) arising out of or related to (i) any breach of Exhibitor's obligations hereunder, (ii) any gross negligence or willful misconduct on the part of Exhibitor, (iii) any violation of applicable law or regulation by Exhibitor, (iv) any third party claim involving any alleged injury to person or property and/or (v) any action or inaction taken by Universal at Exhibitor's request.

8. MISCELLANEOUS PROVISIONS.

8.1 Prevention Of Performance.

Neither party shall be liable to the other for a default occasioned by any cause beyond its direct control such as force majeure, strike, war, insurrection, failure by a third party to provide necessary goods or services, or failure of delivery by a common carrier. If any such event makes impossible an exhibition upon the date or dates set forth in accordance with the provisions hereof, then Universal may in its discretion and by written notice terminate the License in respect of such exhibition, in which event Exhibitor shall promptly return any and all physical materials (including, if applicable, film Prints) supplied by Universal, and Exhibitor shall delete all digital copies of the Picture from Exhibitor's equipment.

8.2 Savings Clause.

If any part of this MLA or any Confirmation shall be declared to be invalid or illegal in any respect by virtue of any law, decree, rule or regulation, then this MLA or such Confirmation shall be void only with respect to the portion hereof which may be so declared, and each party shall retain, as to the remaining portions thereof, all rights, obligations, liabilities and remedies.

8.3 No Waiver.
No express or implied waiver by either party of any provision of this MLA or any Confirmation, or of any breach or default of a party shall prevent such non-defaulting party from enforcing any and all other provisions of this MLA or such Confirmation, or from acting upon the same or another or subsequent breach or default of the defaulting party.

8.4 Assignment.
Neither this MLA nor any Confirmation or License hereunder shall be assigned by either party without the prior written consent of the other party, but Universal may assign this MLA or any Confirmation or License without such consent to any subsidiary or affiliated corporation of Universal or to any entity with which Universal is merged or consolidated or by which Universal is acquired. Additionally, Universal may assign to any third party for collection any amounts due or in dispute under any License.

8.5 Applicable Law/Jurisdiction.
This MLA and any Confirmations or Licenses shall be construed, interpreted, and enforced under the laws of the State of California with the same force and effect as if fully executed and to be fully performed therein. Any legal proceeding of any nature brought by any party hereto shall be submitted for trial without jury before a court of competent jurisdiction within the State of California. The parties hereto expressly waive trial by jury in any legal proceeding, consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of California in any matter to be submitted to any such court pursuant hereto. Notwithstanding the foregoing, the parties acknowledge and agree that Universal or its assignees are permitted to pursue any action for collection of any amounts due or in dispute in a legal proceeding submitted for trial without a jury before a court of competent jurisdiction in the Exhibitor's primary place of business or where the relevant theatres are located.

8.6 Confidentiality.
Exhibitor acknowledges and agrees that this MLA and each License issued hereunder as well as any information or creative materials received by Exhibitor and/or provided by Universal hereunder, including, without limitation, any business, financial, marketing and publicity materials, plans or assets, contains proprietary, confidential and commercially sensitive information of Universal. Exhibitor hereby agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of this confidential information and Exhibitor shall immediately notify Universal in the event of any unauthorized use or disclosure of any confidential information.

8.7 Oral Promises, Representations.
This writing as well as the terms set forth in the Confirmation (an example of which is attached hereto as Exhibit A) contain the entire agreement between the parties. No modification, rescission or waiver of any provision thereof shall bind either party unless in writing and signed by the party to be bound.

8.8 Headings For Convenience of Parties.
The paragraph headings used herein are for the convenience of the parties, and are not to be used in the construction or interpretation of the MLA or any License.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinbelow set forth.

Village of Bensenville
Exhibitor Name

An __Individual, __Partnership
__Limited Partnership,
__Limited Liability Company,
__Corporation,
__Other: _____

Signature: _____
Title: _____
Date: _____

UNIVERSAL FILM EXCHANGES LLC

Jim Orr
President
Date: 4/3/2018

Exhibit A

Universal Pictures Distribution

Confirmation

Circuit	
Theatre	
Mail To	

Remit To:

Universal Film Exchanges LLC
P.O. Box 848270
Dallas, TX 75284-8270 USA

DM	

Booking Information

Film Title								
Begin Date	**End Date**	**Cntr Wks**	**Hold Wks**	**House**	**Advance**	**Guarantee**	**Print Type**	**Days Due**

Screens

Scr No	Seats	Capability

* Indicates Premium Seats

Terms

Term Notes

Additional Terms

The terms contained herein plus those contained in the Universal Pictures Distribution Master License Agreement ("MLA") which Exhibitor acknowledges having received and reviewed constitute this license agreement. All said terms herein set forth are agreed to by Exhibitor and confirmed as accurate unless Distributor is notified in writing immediately on receipt of this Confirmation and before exhibition of the Picture which is the subject of this Agreement.

Exhibitor acknowledges that, notwithstanding the per capita, Exhibitor may set its ticket prices in its sole discretion. Universal is not attempting to influence Exhibitor's ticket price, and is concerned solely with its film retention from the license.

Exhibit B

THEATRES COVERED BY THE AGREEMENT
Below hereto is a list of the theatres covered by the Agreement

	Theatre Name	City	ST	# of Screens	3D Screens	IMAX Screens	PLF Screens
1)	Bensenville 2	Bensenville	IL	2	0	0	0
2)							
3)							
4)							
5)							
6)							
7)							
8)							
9)							
10)							