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



Village of Bensenville, Illinois VILLAGE BOARD COMMITTEE OF THE WHOLE AGENDA <u>6:30 PM September 18, 2018</u>

- 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. August 21, 2018 Committee of the Whole Minutes

VI. REPORTS OF VILLAGE DEPARTMENTS

- A. Administration No Report
- B. Community and Economic Development
 - 1. Consideration of an Ordinance Approving a Preliminary and Final Planned Unit Development, Conditional Use Permit and Site Plan Review to Construct a Sports Complex for Grand County LLC, Located at 1050 S. County Line Road
 - 2. Consideration of an Ordinance Approving a Variance (fence, corner side yard) for Ion Lucian Faltinski, Located at 401 S. Barron Street, Bensenville
- C. Finance
 - 1. Informational Item Private Placement of the Loan/Bank Qualified Debt
 - 2. Consideration of a Resolution Authorizing the Opening of a Bank/Investment Account with Wintrust Community Bank
- D. Police Department
 - 1. Consideration of an Ordinance Amending the Bensenville Village Code Title 3 -Chapter 3 - Liquor Regulations - Creation of a Class K-1 License
- E. Public Works

- 1. Consideration of a Resolution Authorizing the Execution of Amendment No. 4 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Not to Exceed Amount of \$100,000 for a Revised Contract Total of \$548,000
- 2. Consideration of a Resolution Authorizing the Applications to Seek a Community Development Block Grant (CDBG) Assistance for the 2019 Annual Residential Streetlight Project and 2019 Village Street Improvements Project
- 3. Consideration of a Resolution Authorizing the Execution of Change Order #1 (Final) with Hoerr Construction, Inc for the 2018 Sanitary Sewer Lining Program for a Credit of \$39,750.37 for a Revised Contract Cost of \$159,495.07
- 4. Consideration of a Resolution Approving Revised Change Order Number Two and Final with R.W. Dunteman Company for a Decrease of \$43,335.88 for the Downtown Streetscape Project – North Half for a Revised Contract Cost of \$2,079,530.12
- 5. Consideration of a Resolution finalizing the Motor Fuel Tax (MFT) Fund Expenditures for Village's Local match as Well as Phase III (Construction) Engineering for the Foster Avenue LAFO Project in the Amount of \$233,127.79
- 6. Consideration of a Resolution finalizing the Motor Fuel Tax (MFT) Fund Expenditures for Village's Local Match for the Green St LAPP and the Green-York Watermain Project (IDOT Contract 63759) in the Amount of \$82,007.08
- 7. Consideration of a Resolution to Waive Competitive Bidding and Authorize the Execution of a Contract with M.E. Simpson for the 2018 Leak Survey in the Not-to-Exceed Amount of \$14,800
- F. Recreation No Report

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: Minutes

SUBMITTED BY: Corey Williamsen

DEPARTMENT: Village Clerk's Office **DATE:** <u>September 18.</u> <u>2018</u>

DESCRIPTION: August 21, 2018 Committee of the Whole Minutes SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS: COMMITTEE ACTION: DATE: BACKGROUND: KEY ISSUES: ALTERNATIVES: RECOMMENDATION: BUDGET IMPACT: ACTION REQUIRED:

ATTACHMENTS:

Description DRAFT_180821_COW DRAFT_180821_COW_Exhibit_A Upload Date 9/12/2018 9/12/2018 **Type** Cover Memo 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 August 21, 2018

- CALL TO ORDER: President DeSimone called the meeting to order at 6:30 p.m.
- **PRESENT:** Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

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

Absent: Perez, Village Clerk, Nancy Quinn

A quorum was present.

Staff Present: E. Summers, J. Caracci, T. Finner, F. Kosman, A. Thakkar, S. Viger, C. Williamsen

Public Comment: Dave Lux – 4N551 Briar Lane, Bensenville

Mr. Lux addressed the Committee regarding the proposed Christopher B. Burke Engineering Agreement for action on the meeting's agenda.

Colette Lozins – 17W048 White Pine Road, Bensenville Ms. Lozins addressed the Committee regarding the proposed Christopher B. Burke Engineering Agreement for action on the meeting's agenda.

Chris Anaya – 573 Marshall Road, Bensenville

Ms. Anaya addressed the Committee regarding the proposed conditional use permit amendment for 801 N. Rt. 83 for action on the meeting's agenda. Ms. Anaya submitted photos to the Committee. The photos have been attached to the minutes as "Exhibit A."

Approval of Minutes:	The July 17, 2018 Committee of the Whole Meeting minutes were presented.
Motion:	Trustee Lomax made a motion to approve the minutes as presented. Trustee Franz seconded the motion.
	All were in favor. Motion carried.
	President DeSimone asked to move Recreational Items to this portion of the agenda. There were no objections from the Committee.
Sin Bin Hockey SI Surplus Property:	hop Village Manager, Evan Summers, presented an Ordinance Declaring Sin Bin Hockey Shop Inventory and Equipment as Village Owned Surplus Property.
	There were no questions from the Committee.
Motion:	Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Panicola seconded the motion.
	All were in favor. Motion Carried.
Universal File Exchange LLC:	Village Manager, Evan Summers, presented a Resolution Authorizing a Master License Agreement with Universal Film Exchanges, LLC.
	There were no questions from the Committee.
Motion:	Trustee Carmona made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Jaworska seconded the motion.
	All were in favor. Motion Carried.

Podlin Drive SSA:	Village Manager, Evan Summers, and Staff held a Presentation on the Potential Podlin Drive Special Service Area.
	Consensus from the Committee was to leave the area as is and reach out to non-responding properties one last time.
751 S. Center St.:	Village Manager, Evan Summers, presented an Ordinance Approving a Variance (shed, size) for Kamil Matyja, located at 751 S. Center Street.
	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 Jaworska seconded the motion.
	All were in favor. Motion Carried.
801 N. Rt. 83.:	Village Manager, Evan Summers, presented an Ordinance Approving an Amendment to Conditional Use Permit for Thorntons, Inc., located at 601 N IL Route 83.
	President DeSimone asked if the petitioner was against the tabling of this item until a finalized plan can be reached regarding traffic, parking and maintenance of the property. The representative from Thornton's stated he was no opposed to the tabling of the item.
Motion:	Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Jaworska seconded the motion.
	No action was taken on the above motion.
Motion:	Trustee Panicola made a motion to table this action item until September 18, 2018. Trustee Jaworska seconded the motion.

Roll Call:	Ayes: Carmona, Franz, Jaworska, Lomax, Panicola					
	Nays: None					
	All were in favor. Motion carried.					
Police Records Management System:	Village Manager, Evan Summers, presented 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.					
Motion:	There were no questions from the Committee. 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.					
NIPAS:	Village Manager, Evan Summers, presented an Ordinance Approving an Amended Mutual Aid Agreement for the Northern Illinois Police Alarm System (NIPAS).					
	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 Carmona seconded the motion.					
	All were in favor. Motion carried.					
702 W. Green St.:	Village Manager, Evan Summers, presented 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.					

There were no questions from the Committee.

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.
James J. Benes:	Village Manager, Evan Summers, presented 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.
	There were no questions from the Committee.
Motion:	Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Panicola seconded the motion.
	All were in favor. Motion carried.
Bollinger, Lach:	Village Manager, Evan Summers, presented 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.
	There were no questions from the Committee.
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.
Globe Construction:	Village Manager, Evan Summers, presented 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.
	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 Carmona seconded the motion.					
	All were in favor. Motion carried.					
MCI:	Village Manager, Evan Summers, presented 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.					
	There were no questions from the Committee.					
Motion:	Trustee Franz 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.					
Christopher B. Bu	rke					
Engineering:	Village Manager, Evan Summers, presented 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.					
	Project with Christopher B. Burke Engineering, Ltd. in the					
Motion:	Project with Christopher B. Burke Engineering, Ltd. in the Not-to-Exceed Amount of \$437,323.26.					
Motion:	Project with Christopher B. Burke Engineering, Ltd. in the Not-to-Exceed Amount of \$437,323.26.There were no questions from the Committee.Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for					
Motion: PACE:	Project with Christopher B. Burke Engineering, Ltd. in the Not-to-Exceed Amount of \$437,323.26.There were no questions from the Committee.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.					

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

All were in favor. Motion carried.

Informational Items: There were no informational items.

Unfinished Business: There was no unfinished business.

Executive Session:

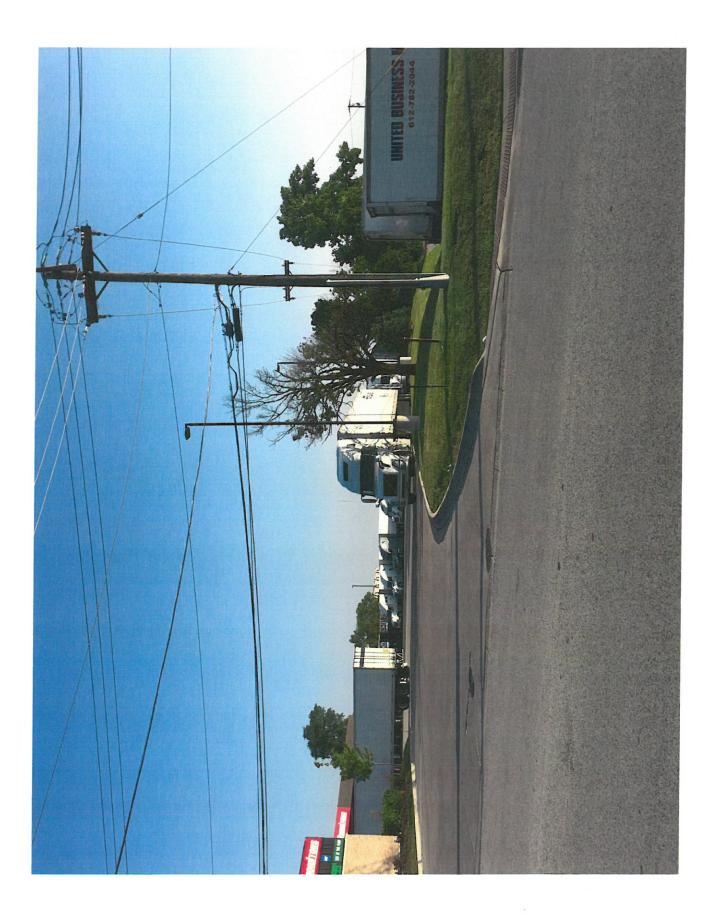
Village Manager, Evan Summers, stated there was not a need for executive session.

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:30 p.m.





TYPE:

SUBMITTED BY: K. Pozsgay

<u>Ordinance</u>

DEPARTMENT: CED



DESCRIPTION:

Consideration of an Ordinance Approving a Preliminary and Final Planned Unit Development, Conditional Use Permit and Site Plan Review to Construct a Sports Complex for Grand County LLC, Located at 1050 S. County Line Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

 X Financially Sound Village Quality Customer Oriented Services X Safe and Beautiful Village 	 X Enrich the lives of Residents X Major Business/Corporate Center X Vibrant Major Corridors
COMMITTEE ACTION:	DATE:
Committee of the Whole	09.18.18

BACKGROUND:

- 1. The Petitioner is applying for a Planned Unit Development (PUD), Conditional Use Permit and Site Plan Review to operate a Sports Complex at the vacant property north of the hotels at Grand Ave and County Line Rd.
- 2. The plan calls for an enclosed 108,088 square foot sports dome and two turf fields totaling over 180,000 square feet.
- 3. They also propose 344 parking spaces (132 9-foot stalls, 204 10-foot stalls, and 8 accessible).
- 4. They are proposing to reduce the number landscape islands in the parking area and to not include standard curb and gutter.

KEY ISSUES:

- 1. Site Plan does not include parking lot curb and gutter according to Code.
- 2. A landscape plan was not submitted. Applicant is proposing to reduce parking lot landscaping.
- 3. No lighting plan was submitted. There are concerns about bleeding of light onto neighboring properties.
- 4. No sidewalks were shown on plan. Staff would like to see them installed connecting to the sites to the south and east.
- 5. A path connecting the owner's property to the east should include bike considerations that tie into the County Line Road bike path. Bike parking shall be included on site.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

- 1. Staff respectfully recommends the Approval of the Planned Unit Development, Conditional Use Permit and Site Plan for Sports Complex.
- 2. At the Public Hearing on September 4, 2018, the Community Development Commission voted unanimously (5-0) to recommend approval of the Requests with the conditions recommended (attached). Motion passed.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance granting a Planned Unit Development, Conditional Use Permit and Site Plan (Sports Complex) for Grand County LLC at 1050 S. County Line Road.

ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
Aerial & Zoning Maps	8/29/2018	Backup Material
Legal Notice	8/29/2018	Backup Material
Application	8/29/2018	Backup Material
Staff Report	8/29/2018	Executive Summary
Site Improvement Plans	8/29/2018	Backup Material
Dome plans	9/11/2018	Backup Material
Plat of Survey	8/29/2018	Backup Material
Draft CDC Minutes	9/11/2018	Backup Material
Draft Ordinance	9/11/2018	Ordinance

CDC#2018 - 18

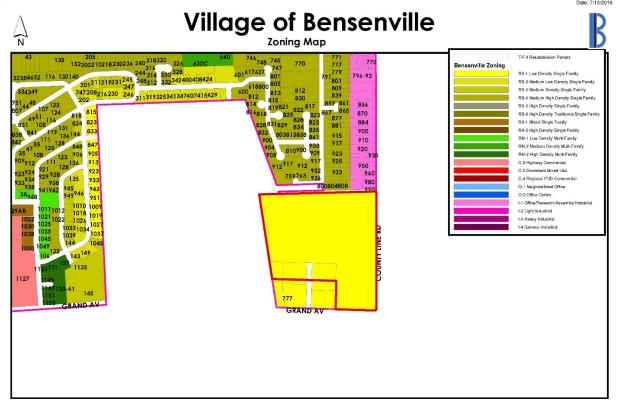
- 18 Planned Unit Development, Conditional Use Permit; Recreational institutions, and Site Plan Review

B



Village of Bensenville PIN 03-25-200-008





LEGAL NOTICE/PUBLIC NOTICE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, September 4, 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 - 18 to consider a request to grant a Preliminary and Final Planned Unit Development, Conditional Use Permit and Site Plan Review to construct a sports complex with code deviations to Parking Lot Construction and Landscaping requirements, Municipal Code Sections 10 - 11 - 8 - 2 and 10 - 12 - 2 located at 1050 S County Line Road in an existing RS-1 Low Density Single-Family Residential District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, Illinois.

The Legal Description is as follows:

LOT 2 (EXCEPT THAT PART THEREOF LYING WITHIN THE RIPARIAN CONSERVATION EASEMENT SHOWN ON THE PLAT OF SEXTON PROPERTY REDEVELOPMENT AND ALSO EXCEPT THAT PART THEREOF LYING WEST OF THE RIPARIAN CONSERVATION EASEMENT AND SOUTH OF A LINE DESCRIBED BY BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 WHICH IS 943.30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, 899.18 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 44 SECONDS EAST 50.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST 56.37 FEET TO THE WEST LINE OF THE RIPARIAN CONSERVATION EASEMENT AND THE TERMINATION OF SAID LINE), ALL IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART or THE NORTH EAST OUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002 AS DOCUMENT NUMBER R 2002-198616, IN DUPAGE COUNTY, ILLINOIS.

Commonly referred to as 1050 S. County Line Road.

Grand County LLC of 165 W. Lake St., Northlake, IL 60164 are the owners 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, Illinois 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 September 4, 2018 until 5:00 P.M.

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT, August 16, 2018

	NT COMMISSIO	$\frac{2018 - 18}{2018 - 18}$	
Property Index Number(s) (PIN):			_
A. PROPERTY OWNER:	Corporation (if applied		
Northlake 1	12	60164	
Contact Person	State State Selephone Number &	Zip Code Strics. Net 708-338-030 & Email Address	 3cm/.32
If Owner is a Land Trust, list the names and addresses of the Property Owner Signature: <i>Prop. Owner Sign.</i> X B. APPLICANT: Check boy if same as owner	beneficiaries of the Tr	Trust. Date: <u>7-6-18</u> 7-6-18	
Name	Corporation (if applic	cable)	
Street			
City	State	Zip Code	
Contact Person	Telephone Number &	e 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 	each): Affidav Applica Approv. Legal D Plat of S Site Plat Building Enginee Landsca Review Escrow Digital S	C REQUIREMENTS (1 original & 1 copy of vit of Ownership* (signed/notarized) ation* val Criteria Description of Property Survey an ng Plans & Elevations ering Plans	

	Brief De	scription of Reques	t(s): (Submit separat	e sheet if nu	cessury)			
RE	ZONING A	VD SUBDI	VISION	OF	THE	SITE		
ANO	SITE PLAN	APPROVIN	FOR	PROF	OSED			
BENSE	ENVILLE SI	PORTS CON	NPLEX					
D. PROJ I. Gener	IECT DATA: ral description of the site	FORMER	LANDFILL	ANK	VACA	TRO	GOLF	WRSE
2. Acres	ige of the site: 19	98 Bu	ilding Size (if app	olicable):	108,3	45 S.P.	E DO	ME
4. List a	s property within the Vill _Yes _No, requesting annexati _No, it is under review b _jurisdiction ny controlling agreemen	age limits? (Check ap on y another government on requirements, ts (annexation agreen	al agency and rec	luires rev	view due to	1.5 mile		
1	Zoning	Existing L	and Use	-	Jurisdicti	ion	the first of the	
Site:	R5 - 1	VACANT		BEI	VSENVI	ULE		
North:	R5-4 & E-1	SINGLE FA	MILY	101010	ISENVI			
South:	R5-1	SINGLE FAMIL	HOTELS,	BER	ISENVI.	UE		
East:	I-2	GENERAL IN	IDUSTRIAL	FRA	NKUN	PARK	E	
West:	R-3	SINGLE FAM	NILY GOLF,	1 (1	OOK a	anis		

E.	D	EV	EL	.0	P	ER	'S	ST	AFF	(if	app	lical	ole)	1:
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Name: ARETE DESIGN STUDIO, LTD.	ENGINEER: IRENA WICZKOWSKI Name: SPACECO, INC.
Telephone: 815-485 - 7333	Telephone: 847-696-4060
Email: CSMITH & ARETE - LTD, WM	Email: / WICZKOWISKI & SPACE COINC. WM

ATTORN	NEY	GAR	y ri	NUEL	LEI	R
Name: (GA.	RY S.	MUE	UER	É	R ASSOC.
			- 725			
Email:	G	sme	MUE	LA	W,	COM

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."

STATE OF ILLINOIS

COUNTY OF DUPAGE AND COOK

AFFIDAVIT OF OWNERSHIP

redzian the undersigned Affiant, being first duly sworn, on oath states:

))SS.

- 1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
- 2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
- 3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
- 4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
- 5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this ______day of, ______day of, ______.

Signature

SUBSCRIBED and SWORN to 2018 before me this 6th day of. tary Public



STATE OF ILLINOIS

COUNTY OF DUPAGE AND COOK

AFFIDAVIT OF OWNERSHIP

the undersigned Affiant, being first duly sworn, on oath states:

)SS.

- 1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
- 2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
- 3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
- 4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
- 5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this 10th 4 2018 day of, gnature SUBSCRIBED and SWORN to 2018 before me this Notary Public Official Seal Irene Sierzega Notary Public State of Illinois Commission Expires 01/18/2022

For Office Use Only				
DATE:	MUNIS Acct. #	CDC Case #:		
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		Davida, to A Curral Cou	1. 1. 1	
Jomas (sz nzeazian-n	Pesident of Grand Cou - Resident of Gran		
Address: 1654	1. Lake Stree	t, Northlake, IL G	0164	
Telephone: 708-338	0303ext 322 Email:	greg@gotologistics	net	
lf Owner is a Land Trust,	the names and addresses of	the beneficiaries of the Trust		
2 APPLICANT				
Name: 530	re as above			
Address:				
Telephone:	Email:			
B. LOCATION OF PROF	PERTY			
Address: _ County 4	ine Rd. Bensonvil	11e,11 60106		
Acreage:			and the state of the second states	
roperty Index Number	(s): <u>03-25-200</u>	-008	Martine and the official and	
LEGAL DESCRIPTION.				
Ploase attach as "Exhibit	(A")			

1 a **a** a

REIMBURSEMENT OF FEES

Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, appraisers, environmental, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, a copy of which is attached hereto and incorporated herein as Exhibit B, then the Petitioner/Applicant and Owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the Village, plus an additional ten percent (10%) to cover the Village's administrative expenses.

The President and Board of Trustees and/or Village Administrator are hereby authorized to assign the afore described services to the Village staff or to consultants, as they deem appropriate. When the Village staff render any services contemplated by this Agreement, then in such case the Village shall be reimbursed for its cost incurred in providing said services. Said reimbursement shall be at the rate of fifty dollars (\$50.00) per hour, plus an additional ten percent (10%) to cover the Village's administrative expenses.

At the time the Petitioner/Applicant requests action from the Village, he shall deposit the following amounts with the Village as an initial deposit to collateralize the obligation for payment of such fees and expenses:

Number of	< 5	5 <u><</u> 15	16 <u><</u> 75	>75
Review Items	acres	acres	acres	acres
1	\$1,000	\$2,000	\$3,000	\$4,000
2 to 3	\$2,000	\$4,000	\$5,000	\$7,000
<u>></u> 4	\$3,000	\$5,000	\$7,000	\$10,000

The Village shall deduct the incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$500.00, the Petitioner/Applicant, upon notice by the Village, shall be required to replenish the deposit to its original amount. The Village shall send the Petitioner/Applicant regular invoices for the fees and costs incurred. The Petitioner/Applicant shall replenish the deposit amount within fifteen (15) days of receipt of an invoice directing the replenishment of said deposit. Failure to remit payment within fifteen (15) days will cause all reviews to cease.

A Petitioner/Applicant who withdraws his Petition or Application may apply in writing to the Village Clerk for a refund of his initial deposit. The Village Manager may, in his discretion, approve such refund less any actual fees and costs, which the Village has already paid or incurred relative to the Petition or Application.

Upon the failure of the Petitioner/Applicant or Owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body

thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to

the outstanding balance due and/or elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of \$5.00 per month, shall be added to the amount due until such amount due, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

Any remaining balance of any funds deposited pursuant to this Agreement shall be refunded at such time as the Village accepts all required improvements within the development, pursuant to any improvement agreement executed in connection with the development of the real property associated with Petitioner's/Applicant's Petition or Application. In the event that no improvements are required, any such balance shall be refunded upon the later occurring of the following events: completion of Village deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, or issuance of a building permit upon the real property in guestion.

BY SIGNING BELOW, THE PETITIONER/APPLICANT AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AND OWNER AGREE THAT PETITIONER/APPLICANT AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

12

Petitionsr/Applicant Grzegorz Rzedzian

Owner Grzegorz Rzedzian

Applicant - Tomasz Rzedzian

Village of BENSENVILLE

By:______ Village Administrator Attest Date

OWNER'S CERTIFICATE

STATE OF ILLINOIS)

۴.,

)SS COUNTY OF DU PAGE)

This is to certify that the undersigned is the legal owner of the land described on the attached plat, and has caused the same to be surveyed and subdivided as indicated thereon for the uses and purposes therein set forth.

Dated this day of, 20_.

6th day of July 2018

By: Grzegorz zedzian **Owner/Owners**

NOTARY'S CERTIFICATE

STATE OF ILLINOIS))SS COUNTY OF DU PAGE)

I hereby certify that the persons whose names are subscribed to the foregoing certificate be known to me as such owners. Given under my hand and Notarial Seal this day of, 20. July 2018. 6th day 5

By:

My Commission Expires: ene

Notary Public

Official Seal Irene Sierzega Notary Public State of Illinois My Commission Expires 01/18/2022

OWNER'S CERTIFICATE

STATE OF ILLINOIS)

)SS COUNTY OF DU PAGE)

This is to certify that the undersigned is the legal owner of the land described on the attached plat, and has caused the same to be surveyed and subdivided as indicated thereon for the uses and purposes therein set forth.

Dated this day of , 20 2018

By: EDZIAN Owner/Owners

NOTARY'S CERTIFICATE

STATE OF ILLINOIS))SS COUNTY OF DU PAGE)

I hereby certify that the persons whose names are subscribed to the foregoing certificate be known to me as such owners. Given under my hand and Notarial Seal this day of , 20 H dayox July 2018 sear

By:

My Commission Expires:

Official Seal Irene Sierzega Notary Public State of Illinois My Commission Expires 01/18/2022



<u>STAFF REPORT</u>	
HEARING DATE:	September 4, 2018
CASE #:	2018 - 18
PROPERTY:	1050 S County Line Rd
PROPERTY OWNERS:	Grand County LLC
APPLICANT:	Same
SITE SIZE:	18 Acres
BUILDING SIZE:	108,088 SF dome
PIN NUMBER:	03-25-200-008
ZONING:	RS-1 Low Density Single-Family Residential
REQUEST:	Preliminary and Final Planned Unit Development,
	Conditional Use Permit and Site Plan Review
	to construct a sports complex with code deviations to
	Parking Lot Construction and Landscaping requirements,
	Municipal Code Sections $10 - 11 - 8 - 2$ and $10 - 12 - 2$.

PUBLIC NOTICE:

- 1. A Legal Notice was published in the Bensenville Independent on Thursday March 30, 2017. 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 two Notice of Public Hearing signs on the property, visible from the public way on March 28, 2017.
- 3. On March 30, 2017 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 applying for a Planned Unit Development (PUD), Conditional Use Permit and Site Plan Review to operate a Sports Complex at the vacant property north of the hotels at Grand Ave and County Line Rd. The plan calls for an enclosed 108,088 square foot sports dome and two turf fields totaling over 180,000 square feet. They also propose 344 parking spaces (132 9-foot stalls, 204 10-foot stalls, and 8 accessible). They are proposing to reduce the number landscape islands in the parking area and to not include standard curb and gutter.

	Serroen Dir (d Lin (d Cold).					
	Zoning	Land Use	Comprehensive Plan	Jurisdiction		
Site	RS – 1	Residential	Single Family Residential	Village of Bensenville		
North	RS-4	Residential	Single Family Residential	Village of Bensenville		
South	RS – 1	Residential	Regional Commercial	Village of Bensenville		
East	RS – 1	Residential	Regional Commercial	Village of Bensenville		
West	OSP	Golf Course	n/a	Addison Township		

SURROUNDING LAND USES:

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X | Financially Sound Village Quality Customer Oriented Services X Safe and Beautiful Village

X Enrich the lives of Residents

X Major Business/Corporate Center

X Vibrant Major Corridors

Finance: All current.

Police: No police issues.

Engineering and Public Works: Public Works: No comments.

Engineering:

The Engineering Division within Public Works Department received the following material on July 6, 2018.

- 4 copies of Engineering Site Plans (15-sheets) titled "Site Improvements for Bensenville Sports Complex, Bensenville, IL" dated 6-22-18 prepared by Spaceco, Inc of Rosemont, IL
- Stormwater Report, titled "Site Improvements for Bensenville Sports Complex, Bensenville, IL" dated June 2018 prepared by Spaceco, Inc of Rosemont, IL

The following review comments are regarding general civil site improvements. Four revised set of plans, engineer's estimate for entire civil site improvements along with a disposition of comment letter shall be submitted to us for further review and/or approval.

The Stormwater portion of the review for this project is provided by the Village's consultant Christopher B. Burke Engineering LTD (CBBEL) under separate comment letter. Provide a separate disposition of comment letter for their review comments.

Sheet C1

1. Please provide a permit box for all required permit for this project. The permits required are IEPA NOI, IEPA NOT, DuPage SMC (18-05-0006), IEPA-Water IEPA-San, and Bensenville Building permit.

Sheet C2

- 1. Please remove the typical HMA pavement and typical sidewalk detail and replace with standard Village details. Both are available on the Village website.
- 2. Please provide a conversion factor from NGVD 29 to NAVD 88 datum.

Sheet ET

1. It is my understanding; the development to the south has revised its plans that abut the south property line of the Sports complex site. Please incorporate the latest changes into the existing conditions.

Sheet GM1

- 1. The entire outside perimeter of the parking lot as well as islands within the parking lot shall be equipped with C&G. The drive aisle around the dome shall also be equipped with C&G.
- 2. Proposed depressed curb in front the clubhouse leading to the handicap parking spaces shall be equipped with ADA detectable warning tiles.
- 3. The development to the south is installing sidewalk along the east side to its north property line. This sidewalk shall be extended all the way to the northern parking lot limits along the east side between the parking lot and proposed soccer fields.
- 4. The development to the south is installing sidewalk along the west side to its north property line. This sidewalk shall also be extended to the western parking lot limits along the south perimeter of the parking lot. A crosswalk shall be provided just north of the property line connecting the aforementioned sidewalks.
- 5. The handicap fine shall be \$350. Please update the sign details.
- 6. The Village code (10-12-2C) requires parking lot landscape islands every 15 spaces. Please incorporate islands into the design.
- 7. Please indicate if the parking lot and/or the soccer fields will be have lights. If so, provide the locations of the lights as well as lighting plan and photometric calculations.
- 8. PCC pavement shall be installed in front of the dumpster enclosure. At a minimum, it should span the length and width of a typical garbage truck.

Sheet UT1

1. Proposed sanitary service coming out of the building into the inspection manhole has invert difference of 23-inches, which is barely under the requirement for a drop manhole connection. I recommend lowering this pipe segment or increasing the slope. The entire run of sanitary on this property will be a private service.

- 2. Due to the previous use of the site, I would recommend using AWWA C-900 PVC pipe for the proposed watermain with two-tracer wires (5 o'clock and 11 o'clock) position. The entire run of watermain on this property will be a private service.
- 3. The plan depicts tying into the existing watermain being installed as part of the adjacent development. For pressure testing reason, a new valve in vault may be required at the south end of the proposed water service for this development.

Sheet D1

1. Include VOB-Sidewalk detail, available on the website.

Community & Economic Development:

Economic Development:

- 1. Supportive of the proposed PUD and Conditional Use Permit.
- 2. The proposed sports complex will continue the development of TIF 4, increasing increment and allowing for future projects.
- 3. The sports complex not only will create jobs for local residents, but also will act as an economic multiplier for other local businesses.
- 4. Complexes such as the one proposed bring in a large number of outside users who in turn will patronize Bensenville restaurants, stores, and hotels.

Code Compliance:

No comments at this time.

Building: No comments at this time.

Planning:

Background

- 1) Current zoning is RS 1 Low Density Single Family.
- 2) The subject property is part of the old Legends golf course site. A priority redevelopment for the Village, TIF 4 was created to help incentivize development. To date, two hotels have been built to the south.

Site Plan

- 1) The site plan is only for the portion of the site west of the creek, north of the hotel properties.
- 2) The site is accessed via a new right of way to be developed by the hotel property owner.
- 3) Final street name shall be determined by the Village.
- 4) The large sports dome will be on western portion of the site.
- 5) Two outdoor turf soccer fields will be on the eastern portion of the site.
- 6) Staff would like to see a detailed lighting plan. Does the applicant intend to light the outdoor sports fields? The parking lot? Every effort should be made to minimize light bleeding onto neighbor properties. Field lights should be turned off when not in use.
- 7) Current site plan indicates a stepped walkway to the bridge across the creek. With plans to develop a bike bath along County Line Road, applicant to find a way to connect to path.
- 8) Deviations from the code include:
 - 1) Parking lot landscape islands. Applicant is proposing to eliminate all landscape islands to maximize parking.

- 2) Parking lot construction. Applicant is proposing to eliminate curb and gutter.
- 9) Staff does feel either of these deviations are completely necessary. Staff would like to see some revised plans to include something closer to what code requires.

Other:

- 1) Does applicant intend to host major events/tournaments?
 - a. Events shouldn't last later than 10:00pm.
 - b. No tailgating or alcoholic beverages allowed in the parking area.

The review and recommendation of the Planned Unit Development and Conditional Use Permit should be determined by the "Approval Criteria" found in the Village's Zoning Ordinance. The applicant has submitted commentary on these Approval Criteria. The applicant's comments are attached to the application. Staff generally concurs with the applicant's submitted statements and also offers the following Findings of Fact for the Community Development Commission's review.

APPROVAL PROCESS AND CRITERIA:

The Community Development Commission shall review the Planned Unit Development using the following criteria:

1. **Superior Design:** The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations, and solely on this basis modifications to such regulations are warranted.

Applicant's Response: The PUD represents a more creative approach and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations. The PUD will enhance the character of the site and provide the flexibility for the proposed development.

2. **Meet PUD Requirements:** The PUD meets the requirements for planned unit developments set forth in this Title, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

Applicant's Response: The PUD meets the requirements for planned unit developments set forth in this Title.

3. **Consistent with Village Plan:** The PUD is generally consistent with the objectives of the Village general development plan as viewed in light of any changed conditions since its adoption.

Applicant's Response: The proposed development will be consistent with the Village's plan to convert the site from a vacant golf course to an amenity that will attract people within Bensenville as well as surrounding communities.

4. **Public Welfare:** The PUD will not be detrimental to the public health, safety or general welfare.

Applicant's Response: The proposed PUD will not be detrimental to the public health, safety or general welfare.

5. **Compatible with Environs:** Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

Applicant's Response: The PUD will not be injurious to the use and enjoyment of other properties in its vicinity. The PUD compliments the hotel, restaurant and retail developments currently proposed to the South. The PUD will not impair property values or environmental quality in the neighborhood.

6. **Natural Features:** The design of the PUD is as consistent as practical with preservation of any natural features such as flood plains, wooded areas, natural drainage-ways or other areas of sensitive or valuable environmental character.

Applicant's Response: The design is as consistent as practical with preservation of any natural features. Addison Creek follows the North and East sides of the property. Native plantings are proposed around the perimeter of the development as well as in the bottom of the proposed detention basins to provide a naturalized concept and provide stormwater benefits.

7. **Circulation:** Streets, sidewalks, pedestrian-ways, bicycle paths and off-street parking and loading are provided as appropriate to planned land uses. They are adequate in location, size, capacity and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks and snow plows, as appropriate, without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD or unduly interfering with the safety or capacity of adjacent streets.

Applicant's Response: Off-street parking and pedestrian sidewalks are provided for the improvements and will be adequate for the proposed land use.

8. Open Spaces and Landscaping: The quality and quantity of common open spaces or landscaping provided are consistent with the higher standards of design and amenity required of a PUD. The size, shape and location of a substantial portion of any common open space provided in residential areas render it usable for recreation purposes.

Applicant's Response: The proposed use is for sports and recreation and a landscape plan will be prepared for the remaining open spaces. The quantity of open space for the proposed PUD is significant.

- 9. **Covenants:** Adequate provision has been made in the form of deed restrictions, homeowners or condominium associations or the like for:
 - a. The presentation and regular maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas and other common elements not to be dedicated to the Village or to another public body.

b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future ownerships.

Applicant's Response: As applicable, appropriate provisions will be prepared which will cover maintenance of the common elements as well as control of the use and exterior design of individual structures.

10. Public Services: The land uses, intensities and phasing of the PUD are consistent with the anticipated ability of the Village, the school system and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools and other public facilities and services without placing undue burden on existing residents and businesses.

Applicant's Response: It is anticipated that the land use is consistent with the anticipated ability of the Village as well as other public bodies, facilities and services. No undue burden on existing residents and businesses is anticipated.

11. **Phasing**: Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

Applicant's Response: Currently the project is not split into construction phases. If the project is later split into phases, each phase will be able to exist independently.

	Meets Criteria		
Planned Unit Development Approval Criteria	Yes	No	
1. Superior Design	Х		
2. Meets PUD Requirements	Х		
3. Consistent With Village Plans	Х		
4. Public Welfare	X		
5. Compatible With Environs	Х		
6. Natural Features	Х		
7. Circulation	Х		
8. Open Space & Landscaping	Х		
9. Covenants	Х		
10. Public Services	Х		
11. Phasing	Х		

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the PUD for Grand County LLC with the following conditions:

- 1. Developed in accordance with the plans prepared by SpaceCo dated 06.22.2018 last.
- 2. Site Plan to be revised to include parking lot curb and gutter according to code.
- 3. A full landscaping plan to be submitted and approved by staff to include increased parking lot landscaping and additional perimeter landscaping.

- 4. Phasing / Timing. Final plans must be submitted within 12 months of preliminary approval. A development schedule should be submitted to staff at that time.
- 5. A parking lot and outdoor sport fields lighting plan should be submitted for review, to include no bleeding of light onto neighboring properties.
- 6. Sidewalks will be installed connecting to the sites to the south and east.
- 7. A path connecting the owner's property to the east should include bike considerations that tie into the County Line Road bike path. Bike parking shall be included on site.

Respectfully Submitted, Department of Community & Economic Development

OWNER

N:\Projects\5472\5472.06\ENG\5472.06TITLE.dgn Default User=sjohnson

GO 2 LOGISTICS, INC. 165 W. LAKE STREET NORTHLAKE, ILLINOIS 60164 (708) 338-0303

CALL J.U.L WITH THE FOR	I.E. 1–800–892–0123 LLOWING:
COUNTY DUPAGE	
CITY, TOWNSHIP B	ENSENVILLE
SEC. & 1/4 SEC. NO.	S25, T40N, R11E

48 HOURS BEFORE YOU DIG. EXCLUDING SAT., SUN. & HOLIDAYS

	INDEX				
SHEET #	SHEET I.D.	SHEET DESCRIPTION			
1	C1	COVER SHEET			
2	GN	TYPICAL SECTIONS & GENERAL NOTES			
3	ET	EXISTING CONDITIONS PLAN			
4	DEMO1	GEOMETRIC PLAN			
5	GM1	GEOMETRIC PLAN			
6-7	GR1-GR2	GRADING PLAN			
8	UT1	UTILITY PLAN			
9	PP1	PLAN & PROFILE - SANITARY SEWER			
10-12	SE1-SE3	SOIL EROSION AND SEDIMENT CONTROL PLAN			
13	SPEC	SPECIFICATIONS			
14-15	D1-D2	DETAILS			

BENCHMARK **ELEVATION:**

DESCRIPTION:

SITE IMPROVEMENT PLANS for

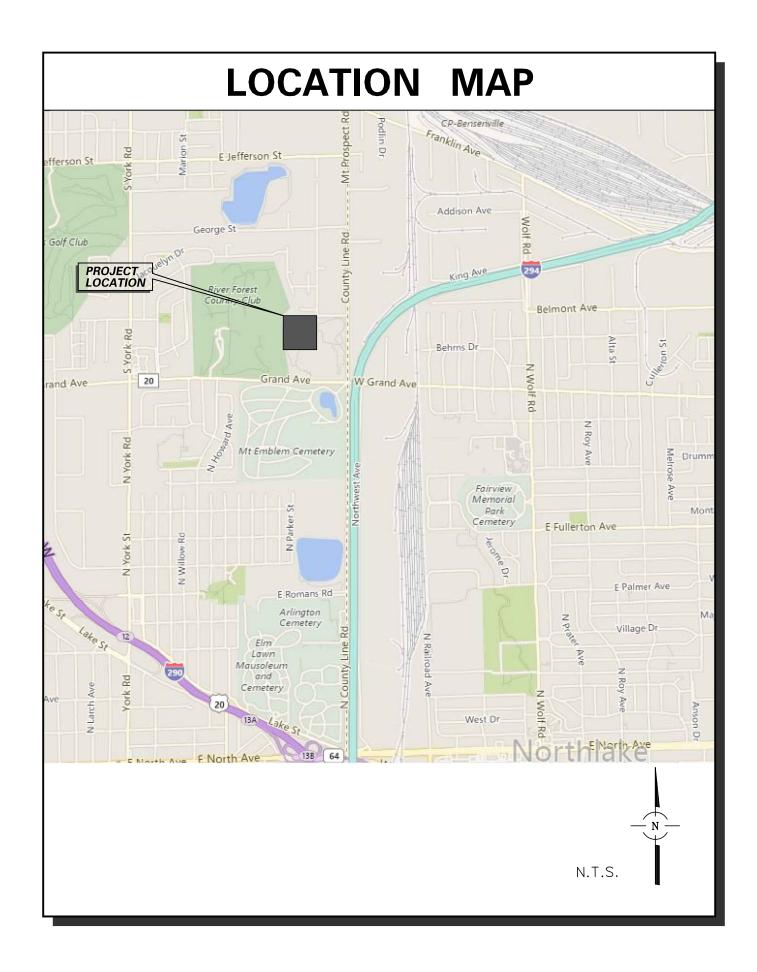
BENSENVILLE SPORTS COMPLEX

BENSENVILLE, ILLINOIS PROJECT NO:5472.06

SEE SHEET GN FOR **BENCHMARK INFORMATION**

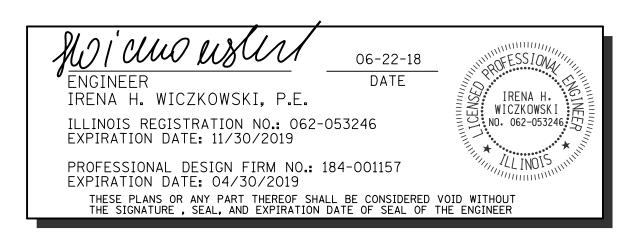
NOTE:

SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS



SITE IS A FORMER LANDFILL AND SOIL SETTLEME CAUTION IS EXPECTED. CONTRACTOR SHALL BE FAMILIAR WITH THE ENVIRONMENTAL AND GEOTECHNICAL REPORTS FOR THE SITE AS WELL AS ANY RECOMMENDATIONS CONTAINED WITHIN.

	REVISIONS					
	ORIGINAL PLAN DATE: JUNE 22, 2018					
#	SHEET #	REMARKS	DATE			





GENERAL NOTES	
) STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD RUCTION (SSRBC), AND SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS;	
2016 BY ILLINDIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THERETO; AND ITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN. I, MUNICIPAL CODE SHALL TAKE PRECEDENCE.	IN

- ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, PUBLISHED JANUARY 2014, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS WORK. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY.
- ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANDICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN.
- THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.

2. UTILITY LOCATIONS

1. REFERENCED CODES

ALL PAVEMENT AN

AND BRIDGE CONS ADOPTED APRIL

IN ACCORDANCE

CASE OF CONFLIC

- THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION INFORMATION IN THE ACTIVITY OF CONTINUES OF CONTACTED INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLAN. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 800-892-0123 AND THE MUNICIPALITY, FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY CONSTRUCTION
- EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.

3. UTILITY COORDINATION

- OWNER_SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING WHICH COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS WORK FROM TIME TO TIME, TO COORDINATE SAME WITH UTILITY RELOCATION WORK, AND SHALL PREPARE REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER.
- THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. ATAT SHALL BE CONTACTED ONE MONTH PRIOR TO START OF CONSTRUCTION IN ITS UTILITY AREAS. ALL OTHER AGENCIES, UNLESS OTHERWISE NOTED, SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR TEN (10) DAYS PRIOR TO THE START OF ANY SUCH OPERATION.
- NO PLAN SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION", PRIOR TO 4. COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
- ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.
- UPON AWARDING OF THE CONTRACT, AND WHEN REQUIRED BY THE MUNICIPALITY OR OWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE AMOUNT REQUIRED GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY OR OWNER, AS APPROPRIATE.
- THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. HOWEVER, IF THE OWNER HAS A SOILS REPORT, THE RESULTS WILL BE AVAILABLE FROM THE OWNER UPON WRITTEN REQUEST.
- 8. CONTRACTOR SHALL VIDEO TAPE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS. 9. COMMENCING CONSTRUCTION
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION. ALL MATERIAL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE TESTING AGENCY SHALL MEET THE APPROVAL OF THE OWNER.
- FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR.
- ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL 10. ACCESS BE DENIED TO ADJACENT PROPERTIES.
- THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE DEVELOPER'S ENGINEER 11. AT CONTRACTOR'S COST.
- 12. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS SHOWN ON THE ENGINEERING PLANS OR AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.
- REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, 13. CULVERTS, ETC. SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.
- 14. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD LE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER, DEVELOPER OR MUNICIPAL ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- 15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB.

CONTRACTOR AT HIS OWN EXPENSE OFF-SITE.

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- THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND 16. GREASE RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.
- ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS 17. WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS SPECIFICALLY NOTED ON THE PLANS.
- 18. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF (SSRBC) ARTICLE 201.05.
- LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT MEETING THE OWNER'S APPROVAL AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION. 19.
- ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE 20.
- ALL CUTS OVER 1" IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER 1" IN DIAMETER 21. SHALL BE PAINTED WITH AN APPROVED TREE PAINT.

22. GENERAL EXCAVATION/UNDERGROUND NOTES

- SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING.
- PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICEABLE CONDITION, PROVIDE MINIMUM REQUIREMENTS FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION, MAINTAIN SHORING AND BRACING IN EXCAVATIONS REGARDLESS OF TIME PERIOD EXCAVATIONS WILL BE OPEN. CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY.
- PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE C. WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.
- IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK.

23. FINAL ACCEPTANCE

- ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR Α. SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS.
- BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
- NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, BINDER, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
- AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

24. UNDERGROUND NOTES

- UNDERGROUND WORK SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
- WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAYMENT IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.
- ANY DEWATERING OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR DEWATERING. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE BOTTOM OF THE PIPE.
- TRENCH BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE FROM SUBGRADE ELEVATION TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING IDOT CA-6 GRADATION. THE TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH (SSRBC) SPECIFICATIONS, JETTING WITH WATER SHALL NOT BE PERMITTED, THE COST OF SUCH CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.
- THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8' (NOMINAL) POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS AND WATER VAULTS. THE POST SHALL EXTEND 4' ABOVE THE GROUND. THE TOP 12" OF SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY - RED, WATERMAIN - BLUE, STORM - GREEN.
- AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT REAR YARD INLET LOCATIONS, AND AT OTHER LOCATIONS SELECTED BY THE ENGINEER, TO MINIMIZE THE AMOUNT F. OF SILTATION WHICH NORMALLY WOULD ENTER THE STORM SEWER SYSTEM.
- HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING. OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST
- FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. (FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.)
- SLEEVES FOR UTILITY (COMED, TELEPHONE, ETC.) STREET CROSSING, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 6" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL.
- THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.

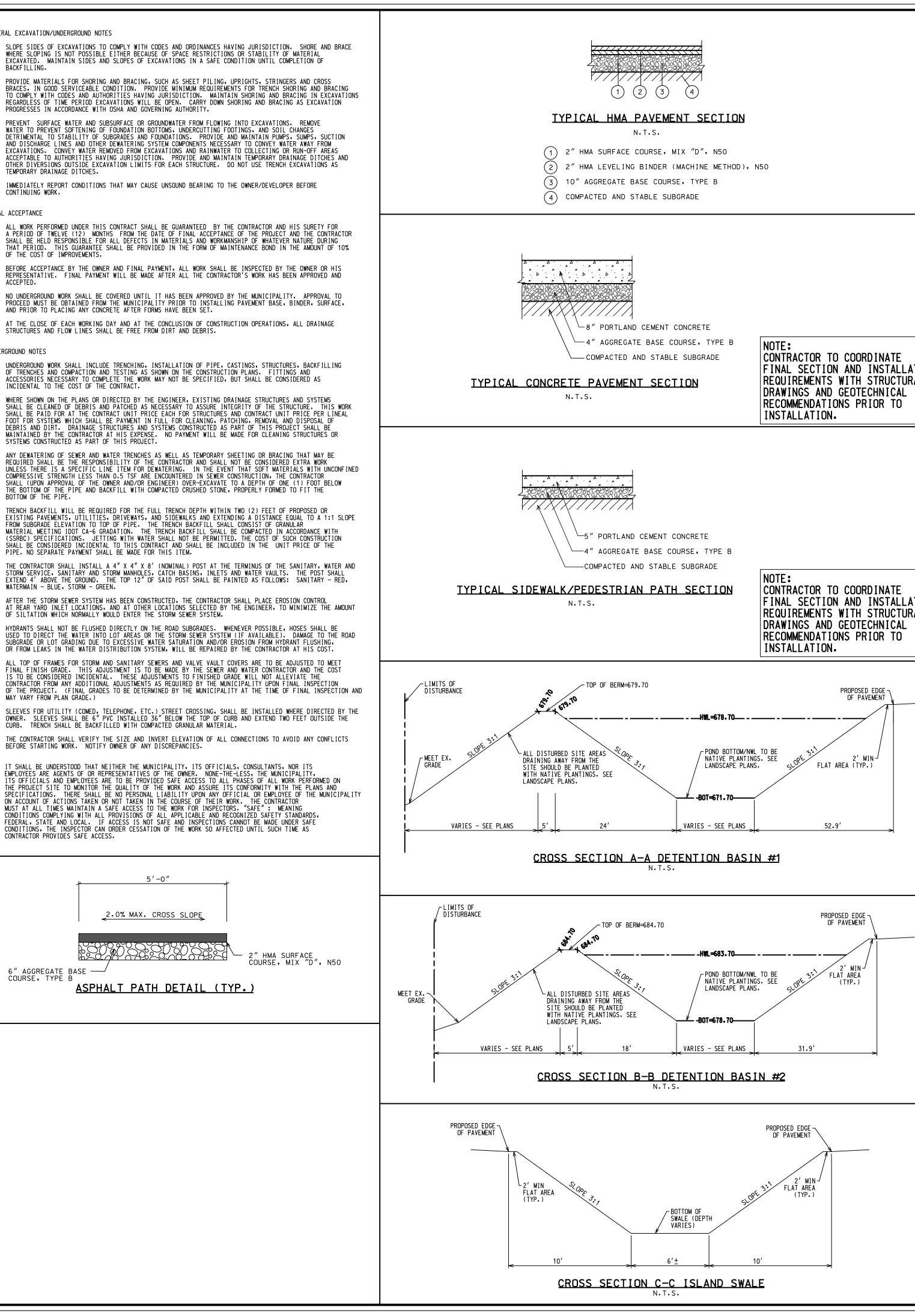
25.

IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OF OR REPRESENTATIVES OF THE OWNER. NONE-THE-LESS, THE MUNICIPALITY, TS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES OF ALL WORK PERFORMED ON HE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN A SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE" : MEANING CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONTRACTOR PROVIDES SAFE ACCESS.

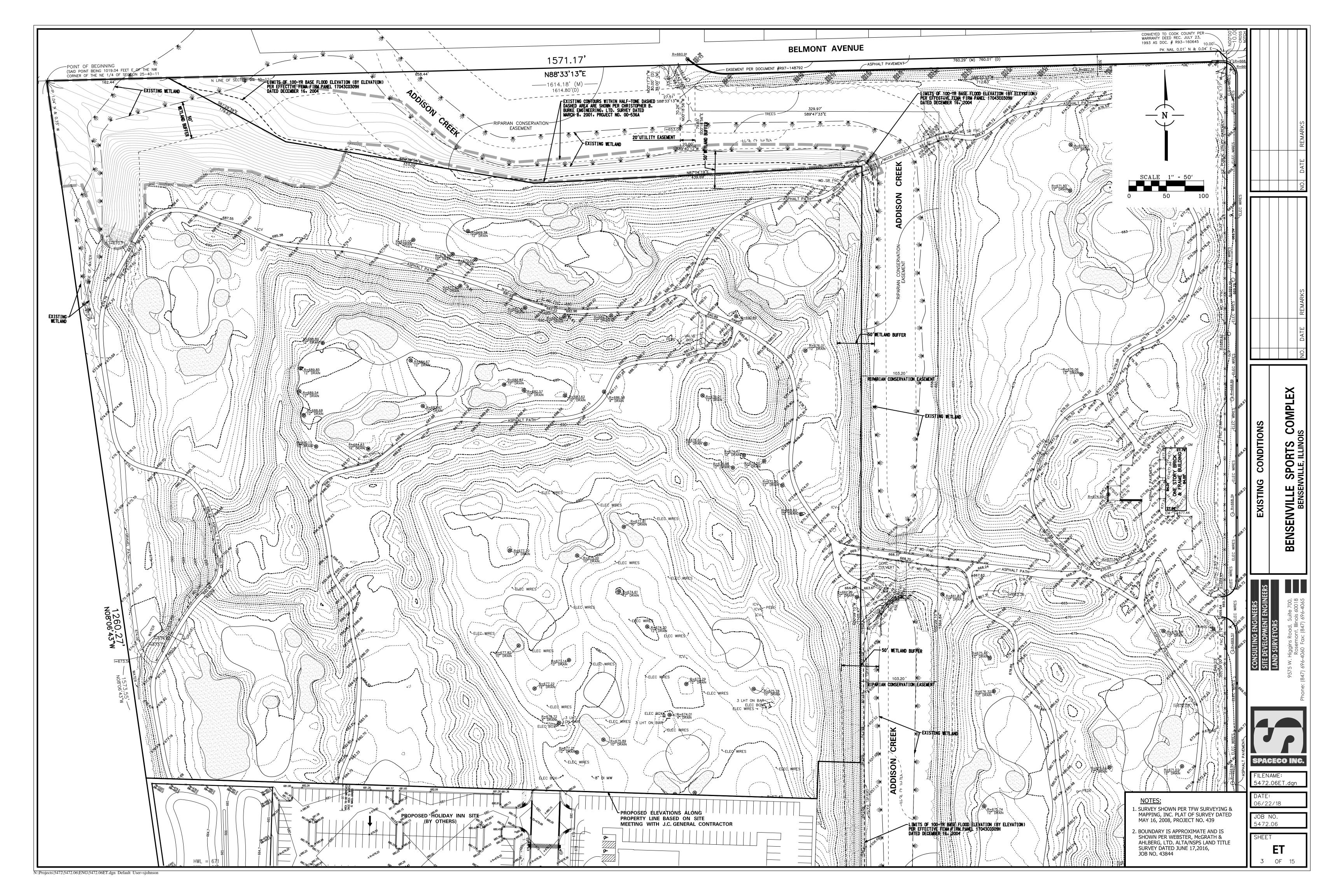
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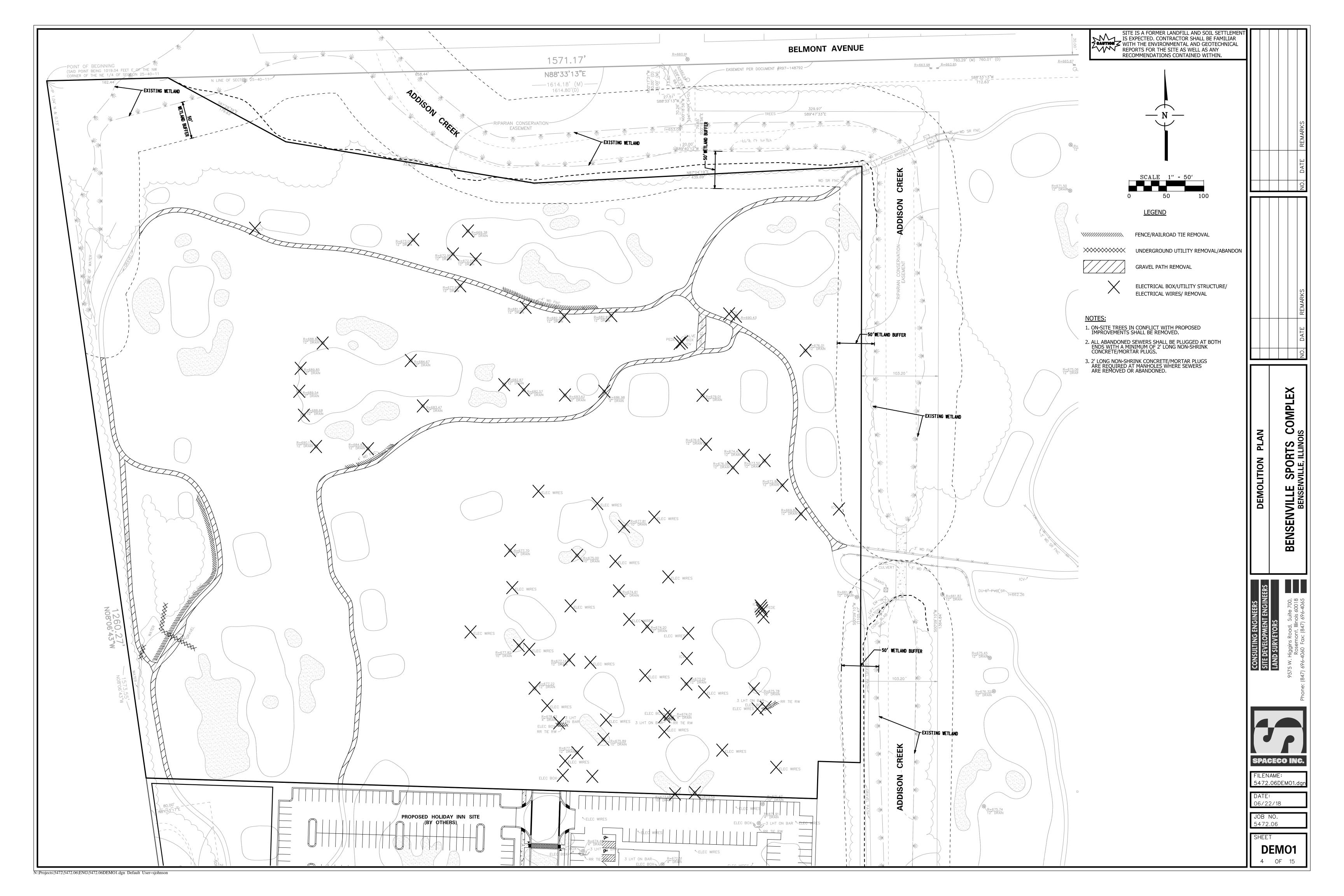
2.0% MAX. CROSS SLOPE

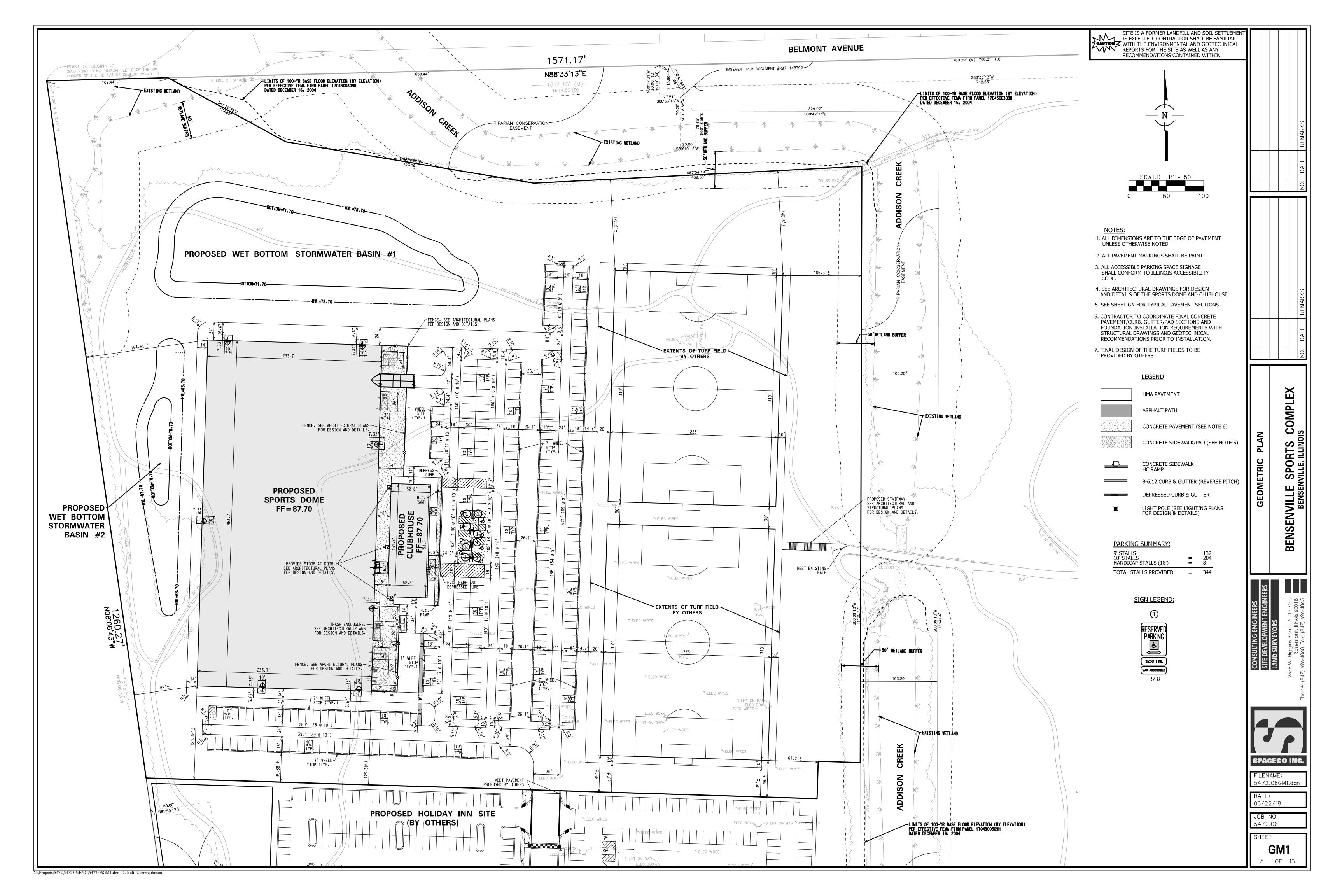
6″ AGGREGATE BASE — COURSE, TYPE B ASPHALT PATH DETAIL (TYP.

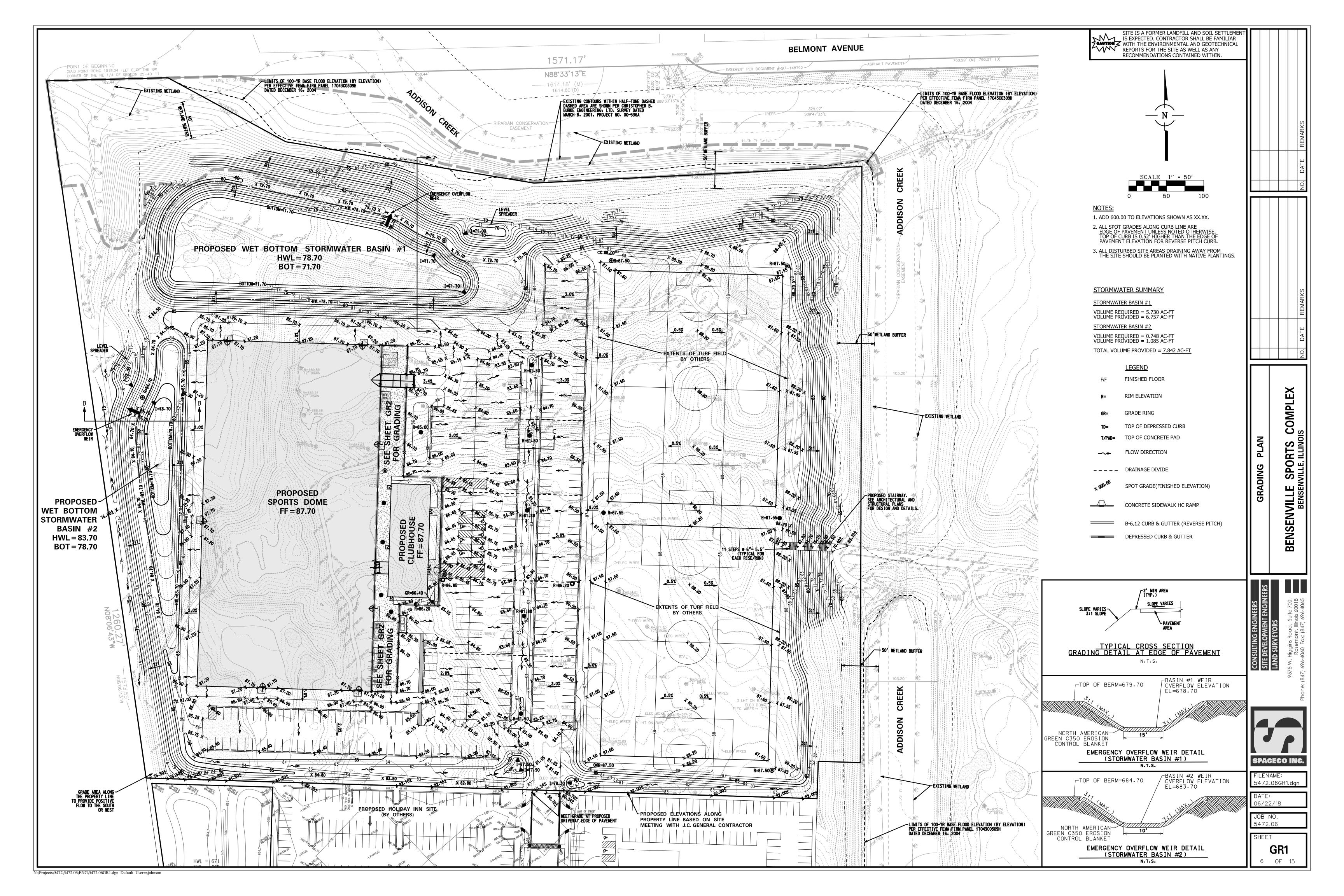


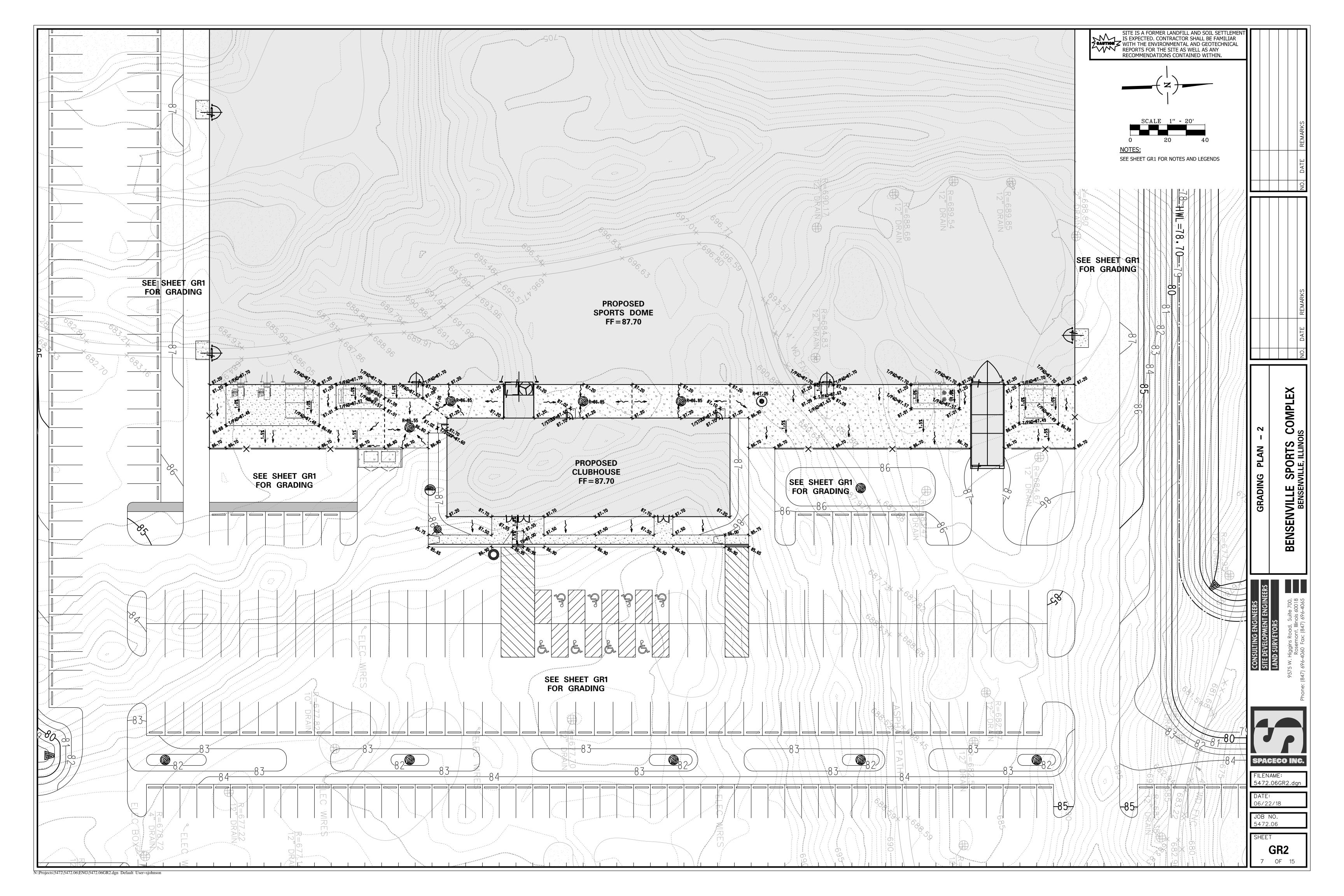
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		SANITARY SEWER				
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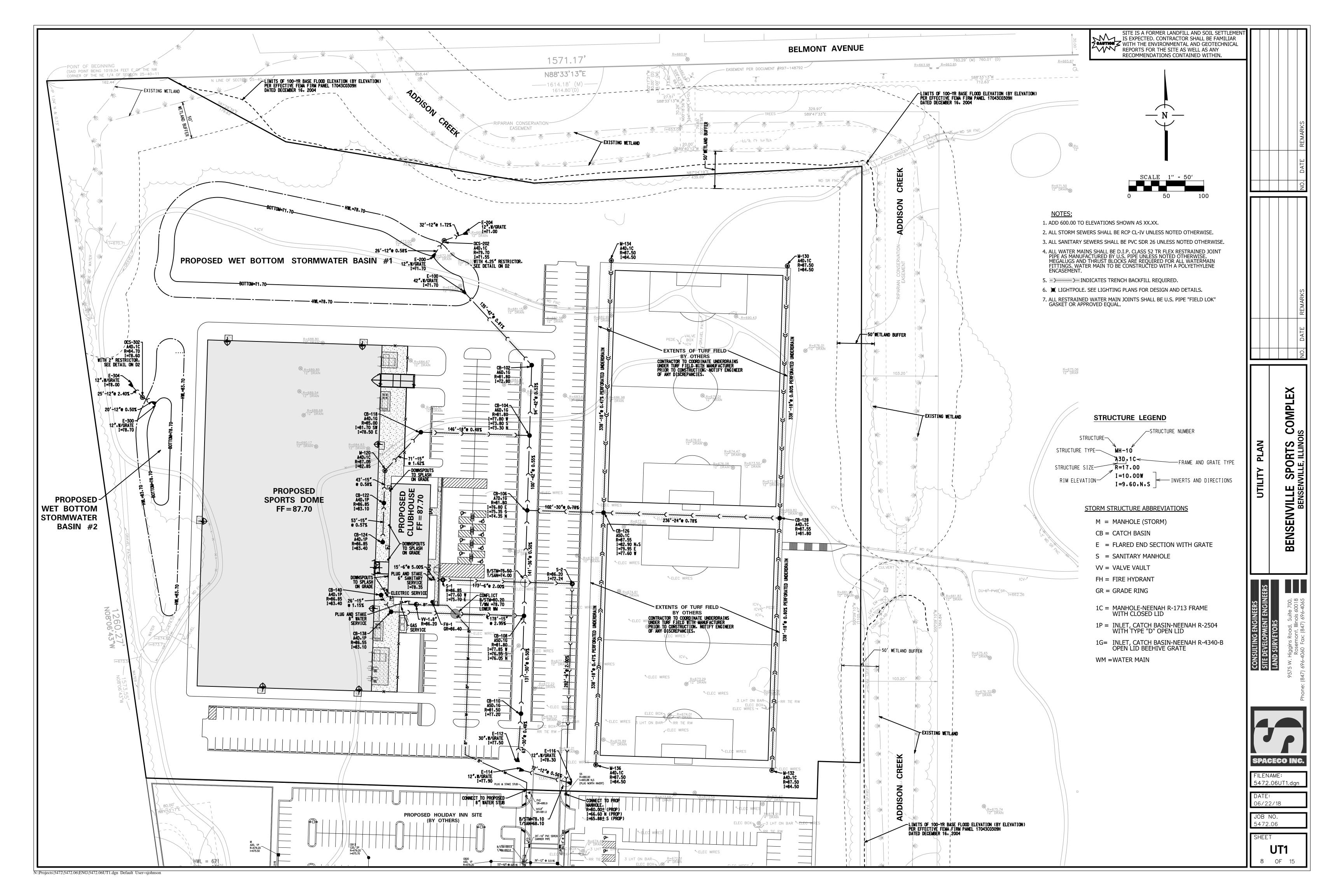


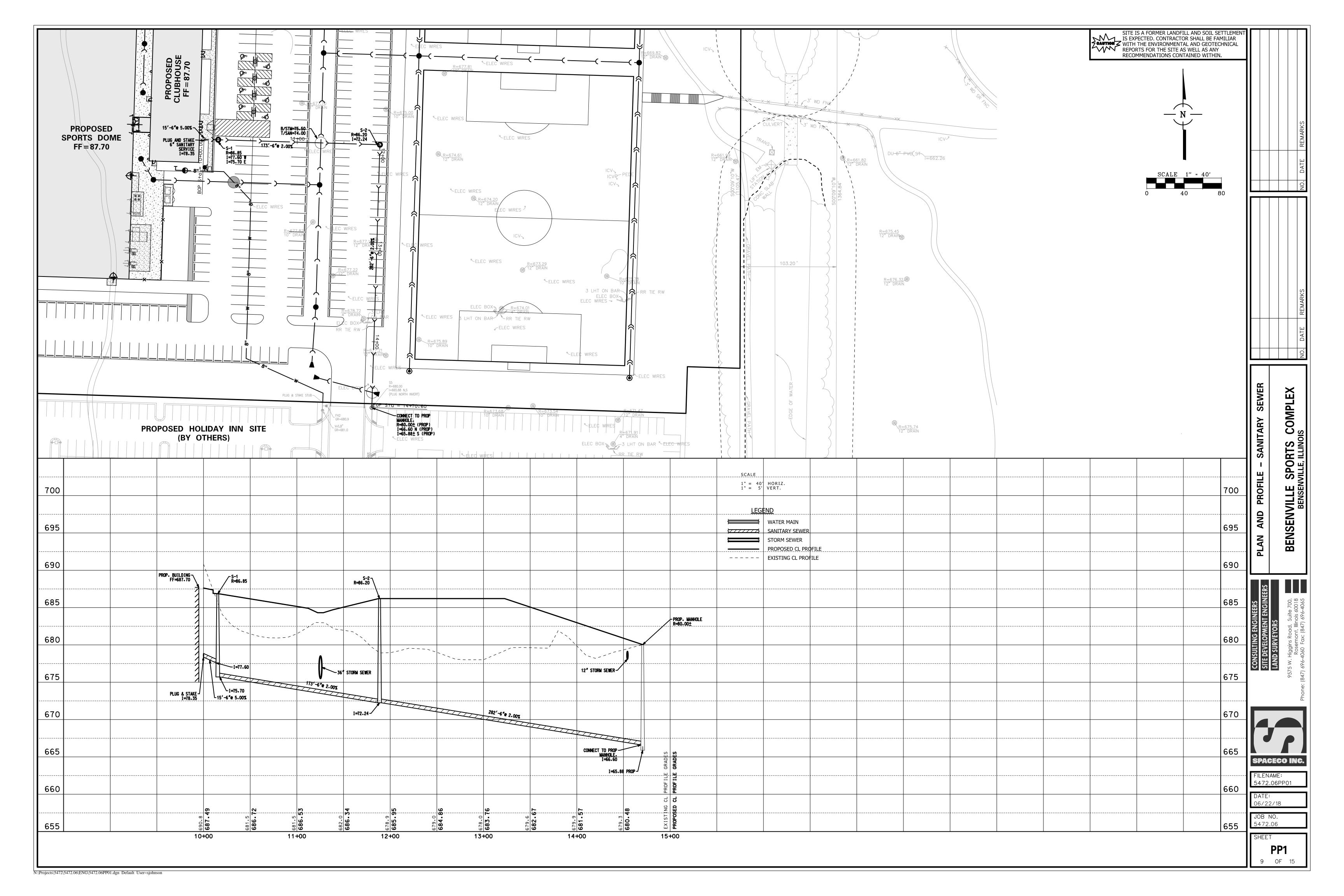












#### - stabilized construction entrance - silt fence

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2) Structural Practices – Provided below is a description of structural practices that should be implemented, to the degree attainable to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices should be placed on upland soils to the degree practicable. The installation of the following devices may be subject to Section 404 of the Clean Water Act:

- b. On areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method can be used. Temporary stabilization techniques and materials shall conform to the SWPPP.
- work in an area. Exceptions to these time frames are specified below. a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

portion of the site, and when stabilization measures are initiated should be included in the SWPPP. Stabilization of disturbed areas must be initiated within 1 working day of permanent or temporary cessation of earth activities and shall be completed as soon as possible but not later than 14 days from the initialization of stabilization

Site-specific scheduling of the implementation of these practices is included in the Soil Protection Chart. A record of the dates when major grading activities occur, when construction activities cease on a

### – permanent seedir - temporary seeding - erosion control blanket

The following temporary and permanent stabilization practices, at a minimum, are proposed:

Unless otherwise indicated, all vegetative and structural erosion and sediment control practices should be installed to the Standard Practice. The contractor is responsible for the installation of any additional erosion and sediment control measures necessary to minimize erosion and sedimentation as determined by the Engineer or Primary Contact. 1) Stabilization Practices - Areas that will not be paved or covered with non-erosive material should be stabilized using procedures in substantial conformance with the Illinois Urban Manual. This SESC Plan includes site-specific soil erosion and sediment control measures. Additional erosion controls should be implemented as necessary, as determined by the Engineer or Primary Contact.

The appropriate soil erosion and sediment controls should be implemented on site and should be modified to reflect the current phase of construction. All temporary sediment and erosion control measures should be repaired or replaced as soon as practicable to maintain NPDES compliance. Permittee or an authorized agent is responsible for inspecting all sediment and erosion control measures at a minimum of every 7 calendar days and within 24 hours, or one working day, of the end of a 0.5-inch (or greater) rain event.

Stabilization measures should be initiated where construction activities have temporarily or permanently ceased, in accordance with Local and State requirements, as described below. Once construction activity in an area has permanently ceased, that area should be permanently stabilized. Temporary perimeter controls should be removed after final stabilization of those portions of the site upward of the perimeter control. C. Erosion and Sediment Controls

Best Management Practices will be implemented on an as-needed basis to protect water guality. Perimeter controls of the site should be installed prior to soil disturbance (excluding soil disturbance necessary to install the controls), including demolition activities. Perimeter controls, including the silt fence, should be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Stabilized construction entrance(s) and sediment traps should be installed as described in the intended sequence of construction activities. The contractor is responsible for the adequate protection (including sediment control) of existing sewers and sewer structures during construction operations. As necessary, the appropriate sediment control measure should be installed prior to land disturbing activities.

## B. Control Implementation Schedule

## - DuPage County

ILR10 permit. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site. The soil erosion and sediment control measures for this site should meet the requirements of the following agencies:

specified in sediment and erosion control site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal

of a Notice of Intent (NOI) to be authorized to discharge under the ILR10 permit, incorporated by reference and are enforceable under the ILR10 permit even if they are not specifically included in a SWPPP required under the

#### The management practices, controls and other provisions contained in the SWPPP should be at least as protective as the requirements contained in the Illinois Environmental Protection Agency's (IEPA) and the United States Department of Agriculture's Natural Resource Conservation Service Illinois Urban Manual, 2012. Requirements

A. Approved State or Local Plans

2. CONTROLS This section of the SESC Plan addresses the various controls that should be implemented for each of the major construction activities described in the "Site Description" section. For each measure identified in the SWPPP, the contractor(s) or subcontractor(s) that will implement the measure should be identified. All contractors and subcontractors that are identified should be required to sign a copy of the certification statement from Part IV.F. of the ILR10 Permit (in accordance with Part VI.G. - Signatory Requirements, of the ILR10 Permit). All signed certification statements should be maintained in the SWPPP.

- landscape waste concrete and concrete trucks
- raw materials (e.g., bagged portland cement) construction debris
- detergents fertilizers
- solvents
- oil or other petroleum products odhesi ves
- waste containers chemical storage areas
- staging areas
- fuel tanks
- portable sanitary stations
- sediment from disturbed soils
- G. Potential sources of pollution associated with this construction activity may include:
- F. 1) The name of the receiving water(s) is(are): <u>Addison Creek.</u>
  2) The name of the ultimate receiving water is: <u>Des Plaines River.</u>
  3) The extent of wetland acreage at the site is <u>1.78 acres.</u>
- ') surface waters (including wetlands); and, 8) locations where storm water is discharged to a surface water.
- 5) the location of major structural and nonstructural controls; 6) the location of areas where stabilization practices are expected to occur;
- ) approximate slopes anticipated before and after major grading activities; locations where vehicles enter or exit the site and controls to minimize off-site sediment tracking; 4) areas of soil disturbance;
- . Refer to Sheets <u>GR1.GR2. SE3</u> for a site plan indicating: 1) drainage patterns;
- prepared by Testing Service Corporation, dated May 11, 2007

- D. 1) An estimated runoff coefficient of the site after construction activities are completed is <u>calculated per catchment area</u> 2) Existing data describing the soil or quality of any discharge from the site is included in <u>preliminary soils exploration</u>
- C. The site has a total acreage of approximately <u>19.98</u> acres. Construction activity will disturb approximately <u>17.30</u> acres of the site.

- 12) Install buildings and grade individual lots 13) Permanently stabilize lots 14) Remove all temporary soil erosion and sediment control measures after the site is stabilized with vegetation
- 1) Permanently stabilize all outlot areas

- perforated riser perforated riser 5) Strip topsoil, stockpile topsoil and grade site 6) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope) 7) Install storm sewer, sanitary sewer, watermain and associated inlet & outlet protection 8) Permanently stabilize detention basins with seed and erosion control blanket 9) Temporarily stabilize all areas including lots that have reached mass grade 10) Install roadways
- 2) Clear and grub (as necessary)
  3) Construct sediment trapping devices (sediment traps, sediment basins, etc.)
  4) Construct detention facilities and outlet control structure with restrictor & temporary
- c) Construction fencing around areas not to be disturbed d) Stabilized construction entrance
- a) Selective vegetation removal for slit fence installation b) Silt fence installation
- 1) Install perimeter sediment control measures
- Describe proposed construction sequence, sample follows:
- soils for major portions of the construction site:
- B. The following is a description of the intended sequence of construction activities which will disturb
- and sports fields with associated parking lot, utilities and arading improvements.

## 1. SITE DESCRIPTION A. The following is a description of the nature of the construction activity: Construction of a sports dome. club house

otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the SWPPP shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the SWPPP.

This Soil Erosion & Sediment Control (SESC) Plan has been prepared to fulfill one of the requirements

of the National Pollutant Discharge Elimination System (NPDES) General Permit No. ILR10 _______The SESC Plan should be maintained on site as an integral component of the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP, including the SESC Plan, should be amended whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge

of pollutants to the Waters of the State and which has not otherwise been addressed in the SWPPP. The SWPPP shall also be amanded if it proves to be ineffective in eliminating or significantly minimizing pollutants, or in

## measures include:

### - detention basins (native plantings) - storm severs

M. Off-Site Vehicle Trackina

N. Topsoil Stockpile Management

D. Storm Water Management Provided below is a description of measures that will be installed during the construction process to control	0. Dust Control	STABI TYPE
<ul> <li>the pollutants in storm water discharges that will occur after the construction operations have been completed.</li> <li>The installation of these devices may be subject to Section 404 of the Clean Water Act.</li> <li>1) The practices selected for implementation were determined on the basis of technical guidance contained</li> <li>IFRA's Illipsis Water Acta and on the basis of technical guidance contained</li> </ul>	Dust control should be implemented on site as necessary. Repetitive treatment should be applied as needed to accomplish control when temporary dust control measures are used. A water truck should be present on site (or available) for sprinkling/irrigation to limit the amount of dust leaving the site. Watering should be applied daily (or more frequently) to be effective. Caution should be used not to overwater, as that may cause erosion.	PERMA SEED I
<ul> <li>in IEPA's Illinois Urban Manual, Federal, State, and/or Local Requirements. The storm water management</li> <li>detention basins (native plantings)</li> <li>storm severs</li> </ul>	If field observations indicate that additional protection from wind erosion (in addition to, or in place of watering) is necessary, alternative dust suppressant controls should be implemented at the discretion and approval of the Engineer and/or Primary Contact.	DORMA SEED I TEMPO
	Street cleaning should also be used as necessary to control dust. Paved areas that have soil on them from the construction site should be cleaned as needed, utilizing a street sweeper or bucket-type endloader or scraper at the direction of the Engineer and/or Primary Contact.	SEED I SODD I
<ul> <li>2) Velocity dissipation devices, such as rip-rap aprons at flared end sections or level spreaders, shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a watercourse so that the natural, physical, and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).</li> <li>E. Waste Management</li> </ul>	3. MAINTENANCE Maintenance of the controls incorporated into this project should be performed as needed to assure their continued effectiveness. This includes prompt and effective repair and/or replacement of deficient control measures. The following is a description of procedures that should be used to maintain, in good and effective operating condition, erosion and sediment control measures and other protective measures identified in the SESC Plan and Standard	MULCH
Solid waste materials including trash, construction debris, excess construction materials, machinery, tools and other items will be collected and disposed of off site by the contractor. The contractor is responsible to acquire the permit required for such disposal. Burning on site will not be permitted. No solid materials, including building materials,	Specifications. Dust control: When temporary dust control measures are used, repetitive treatment should be applied as needed to accomplish control.	
shall be discharged to Waters of the State, except as authorized by a Section 404 permit. All waste materials should be collected and stored in approved receptacles. No wastes should be placed in any location other than in the approved containers appropriate for the materials being discarded. There should be no liquid wastes deposited into dumpsters or other containers which may leak. Receptacles with deficiencies should be replaced as soon as possible and the appropriate clean-up procedure should take place, if necessary. Construction waste material is not to be buried on site. Waste disposal should comply with all Local, State, and Federal regulations.	Sediment filter bags: Sediment filter bags should be installed on pump outlet hoses that discharge off site or to sensitive on-site areas, and should be placed in an area that allows for the bag to be removed without producing	
On-site hazardous material storage should be minimized and stored in labeled, separate receptacles from non-hazardous waste. All hazardous waste should be disposed of in the manner specified by Local or State regulation or by the manufacturer.	and tears along the length of the fence. Deficiencies should be repaired immediately. Remove accumulated sediments from the fence base when the sediment reaches one-half the fence height. During final stabilization, properly dispose of any sediment that has accumulated on the silt fence. Alternative sediment control measures should be considered for areas where silt fence continually fails.	
F. Concrete Waste Management Concrete waste or washout should not be allowed in the street or allowed to reach a storm water drainage system or watercourse. When practicable, a sign should be posted at each location to identify the washout. To the extent practicable, concrete washout areas should be located a reasonable distance from a storm water drainage inlet or	Stabilized construction entrance: The stabilized construction entrances should be maintained to prevent tracking of sediment onto public streets. Maintenance includes top dressing with additional stone and removing top layers of stone and sediment. The sediment tracked onto the public right-of-way should be removed immediately. Temporary sediment traps: Temporary sediment traps should be inspected after each period of significant rainfall.	
watercourse, and should be located at least 10 feet behind the curb, if the washout area is adjacent to a paved road. A stabilized entrance that meets Illinois Urban Manual standards should be installed at each washout area. The containment facilities should be of sufficient volume to completely contain all liquid and concrete waste materials including enough capacity for anticipated levels of rainwater. The dried concrete waste material should be picked up and disposed of properly when 66% capacity is reached. Hardened concrete can be properly recycled and	Remove sediment and restore the trap to its original dimensions when the sediment has accumulated to one-half the design depth of the permanent pool. Place the sediment that is removed in a designated disposal area. Check the structure for damage from erosion or piping. After all sediment-producing areas have been permanently stabilized, remove the structure and all unstable sediment. Grade the area to blend with the adjoining areas and stabilize properly.	
used again on site (as approved by the Engineer) or hauled off site to an appropriate landfill. G. Concrete Cutting Concrete waste management should be implemented to contain and dispose of saw-cutting slurries. Concrete cutting should not take place during or immediately after a rainfall event. Waste generated from concrete cutting should be cleaned-up and disposed into the concrete washout facility as described above.	4. INSPECTIONS The Permittee (or their authorized representative) will be responsible for conducting site inspections in compliance with the ILR10 NPDES Permit. After each inspection, a report should be prepared by the qualified personnel who performed the inspection. The inspection report should be maintained on site as part of the SWPPP.	
H. Vehicle Storage and Maintenance When not in use, construction vehicles should be stored in a designated area(s) outside of the	Inspections should be conducted at least once every seven calendar days and within 24 hours or by the end of the following work day, of the end of a storm event that is 0.5 inches or greater, or equivalent snowfall. Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions.	
regulatory floodplain, away from any natural or created watercourse, pond, drainage-way or storm drain. Controls should be installed to minimize the potential of runoff from the storage area(s) from reaching storm drains or water courses. Vehicle maintenance (including both routine maintenance as well as on-site repairs) should be made within a designated area(s) to prevent the migration of mechanical fluids (oil, antifreeze, etc.) into watercourses, wetlands or storm drains. Drip pans or absorbent pads should be used for all vehicle and equipment maintenance activities that involve grease, oil, solvents, or other vehicle fluids. Construction	Weekly inspections will recommence when construction activites are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs. Each inspection should include the following components:	
vehicles should be inspected frequently to identify any leaks; leaks should be repaired immediately or the vehicle should be removed from site. Dispose of all used oil, antifreeze, solvents and other vehicle-related chemicals in accordance with United States Environmental Protection Agency (USEPA) and IEPA regulations and per Material Safety Data Sheet (MSDS) and/or manufacturer instructions. Contractors should immediately report spills to the Primary Contact.	A. Disturbed areas and areas used for the storage of materials that are exposed to precipitation should be inspected for evidence of, or the potential for, pollutants entering the drainage system. The erosion and sediment control measures identified in the SWPPP should be observed to ensure that they have been installed and are operating correctly. Where discharge points are accessible, they should be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site should be inspected for off-site sediment tracking. All pumping operations and other potential non-storm	
I. Material Storage and Good Housekeeping Materials and/or contaminants should be stored in a manner that minimizes the potential to discharge into	water discharge sources should also be inspected. B. Based on the results of the inspection, the description of potential pollutant sources identified,	
storm drains or watercourses. An on-site area should be designated for material delivery and storage. All materials kept on site should be stored in their original containers with legible labels, and if possible, under a roof or other enclosure. Labels should be replaced if damaged or difficult to read. Bermed-off storage areas are an acceptable control measure to prevent contamination of storm water. MSDS should be available for referencing clean-up procedures. Any release of chemicals/contaminants should be immediately cleaned up and	and the pollution prevention measures described in the SWPPP should be revised, as appropriate, as soon as practicable after the inspection. The modifications, if any, shall provide for timely implementation of any changes to the SWPPP within 7 calendar days following the inspection. C. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making	
disposed of properly.' Contractors should immediately report all spills to the Primary Contact, who should notify the appropriate agencies, if needed. To reduce the risks associated with hazardous materials on site, hazardous products should be kept in original containers unless they are not re-sealable. The original labels and MSDS	the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and actions taken in accordance with paragraph B. above should be made and retained as part of the SWPPP for at least three years from the date that permit coverage expires or is terminated. The report shall be signed in accordance with Part VI.G. (Signatory Requirements) of the ILR10 NPDES Permit.	
should be retained on site at all times. Hazardous materials and all other material on site should be stored in accordance with manufacturer or MSDS specifications. When disposing of hazardous materials, follow manufacturer or Local and State recommended methods. The following good housekeeping practices should be followed on site during the construction	D. The Permittee shall notify the appropriate agency field operations section office by e-mail at: epa.swnoncomp@illinois.gov, telephone or fax within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted or for violation of any condition of this permit. The Permittee should complete and submit within 5 days an "Incidence of Non-Compliance" (ION) report for any violation of the SWPPP observed during an inspection	
<ul> <li>An effort should be made to store only enough product required to do the job.</li> </ul>	conducted, including those not required by the SWPPP. Submission should be on forms provided by IEPA and include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact, which may have resulted from the non-compliance.	
<ul> <li>All materials stored on site should be stored in a neat, orderly manner in their appropriate containers and adequately protected from the environment.</li> <li>Products should be kept in their original containers with the original manufacturer's label.</li> </ul>	E. All reports of non-compliance shall be signed by a responsible authority as defined in Part VI.G. (Signatory Requirements), of the ILR10 NPDES Permit.	
- Substances should not be mixed with one another unless recommended by the manufacturer.	F. After the initial contact has been made within the appropriate agency field operations section office, all reports of non-compliance shall be mailed to IEPA at the following address:	
<ul> <li>Operations should be observed as necessary to ensure proper use and disposal of materials on site.</li> <li>Whenever possible, all of a product should be used up before disposing of the container.</li> <li>Manufacturer's recommendations for proper use and disposal should be followed.</li> </ul>	Illinois Environmental Protection Agency Division of Water Pollution Control Compliance Assurance Section 1021 North Grand Avenue East Post Office Box 19276 Springfield, Illinois 62794-9276	
J. Management of Portable Sanitary Stations To the extent practicable, portable sanitary stations should be located in an area that does not	5. NON-STORM WATER DISCHARGES	
drain to any protected natural areas, Waters of the State, or storm water structures and should be anchored to the ground to prevent from tipping over. Portable sanitary stations located on impervious surfaces should be placed on top of a secondary containment device, or be surrounded by a control device (e.g., gravel-bag berm). The contractor should not create or allow unsanitary conditions. Sanitary waste should be disposed of in accordance with applicable State and/or	Except for flows from fire fighting activities, possible sources of non-storm water that may be combined with storm water discharges associated with the proposed activity, are described below: - Fire fighting activities	
Local regulations. K. Spill Prevention and Clean-Up Procedures	<ul> <li>Fire hydrant flushings</li> <li>Water used to wash vehicles where detergents are not used</li> <li>Water used to control dust</li> <li>Potable water sources including uncontaminated waterline flushings</li> </ul>	
Manufacturer's recommended methods for spill clean-up should be available and site personnel should be made aware of the procedures and the location of the information and clean-up supplies. Materials and equipment necessary for spill clean-up should be kept in the material storage area on site. Equipment and materials should include, but are not limited to, brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust and plastic and/or metal trash containers specifically for this purpose.	<ul> <li>Landscape irrigation drainages</li> <li>Routine external building washdown which does not use detergents</li> <li>Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed) and where detergents have not been used.</li> <li>Uncontaminated air conditioning condensate</li> <li>Springs</li> </ul>	
Discharges of a hazardous substance or oil caused by a spill (e.g., a spill of oil into a separate storm sewer or Waters of the State) are not authorized by the ILR10 permit. If a spill occurs, notify the Primary Contact immediately. The construction site should have the capacity to control, contain, and remove spills, if they occur. Spills should be cleaned up immediately (after discovery) in accordance with MSDS and should not be buried on site or washed into storm sewer drainage inlets, drainage-ways, or Waters of the State.	<ul> <li>Irrigation ditches</li> <li>Uncontaminated ground water</li> <li>Foundation or footing drains where flows are not contaminated with process materials such as solvents</li> <li>6. PROHIBITED NON-STORMWATER DISCHARGES</li> </ul>	
Spills in excess of Federal Reportable Quantities (as established under 40 CFR Parts 110, 117, or 302), should be reported to the National Response Center by calling (800) 424-8802. MSDS often include information on Federal Reportable Quantities for materials. Spills of toxic or hazardous materials should be reported to the appropriate State or Local government agency, as required. When cleaning up a spill, the area should be kept well ventilated and appropriate personal protective equipment should be used to minimize injury from contact with a hazardous substance.	<ul> <li>Curing compounds and other construction materials</li> <li>Fuels, oils, or other pollutants used in vehicle or equipment operation and maintenance</li> </ul>	
In addition to the good housekeeping and other management practices discussed in the previous sections of these Notes, the following minimum practices should be followed to reduce the risk of spills: - On-site vehicles should be monitored for leaks and should receive regular preventative maintenance to reduce the	<ul> <li>Soaps, solvents, or detergents</li> <li>Toxic or hazardous substances from a spill or other release</li> <li>Any other pollutant that could cause or tend to cause water pollution</li> </ul>	
chance of leakage. - Petroleum products should be stored in tightly sealed and clearly labeled containers.	Pollution prevention measures should be implemented for non-storm water components of the discharge.	
<ul> <li>Contractors should follow the manufacturer's recommendations for proper use, storage, and disposal of materials. Excess materials should be disposed of according to the manufacturer's instructions or State and Local regulations, and should not be discharged to the storm sewer or waterbody.</li> </ul>		
L. De-Watering Operations		

During de-watering/pumping operations, only uncontaminated water should be allowed to discharge to protected natural
areas, Waters of the State, or to a storm sewer system (in accordance with Local permits). Inlet hoses should be placed in a stabilized sump pit or floated at the surface of the water in order to limit the amount of sediment intake, Pumping
operations may be discharged to a stabilized area that consists of an energy dissipating device (e.g., stone), sediment
filter bag, or both. Adequate erosion controls should be used during de-watering operations as necessary.
Stabilized conveyance channels should be installed to direct water to the desired location as applicable.
Additional control measures may be installed at the outlet area at the discretion of the Primary Contact or Engineer.

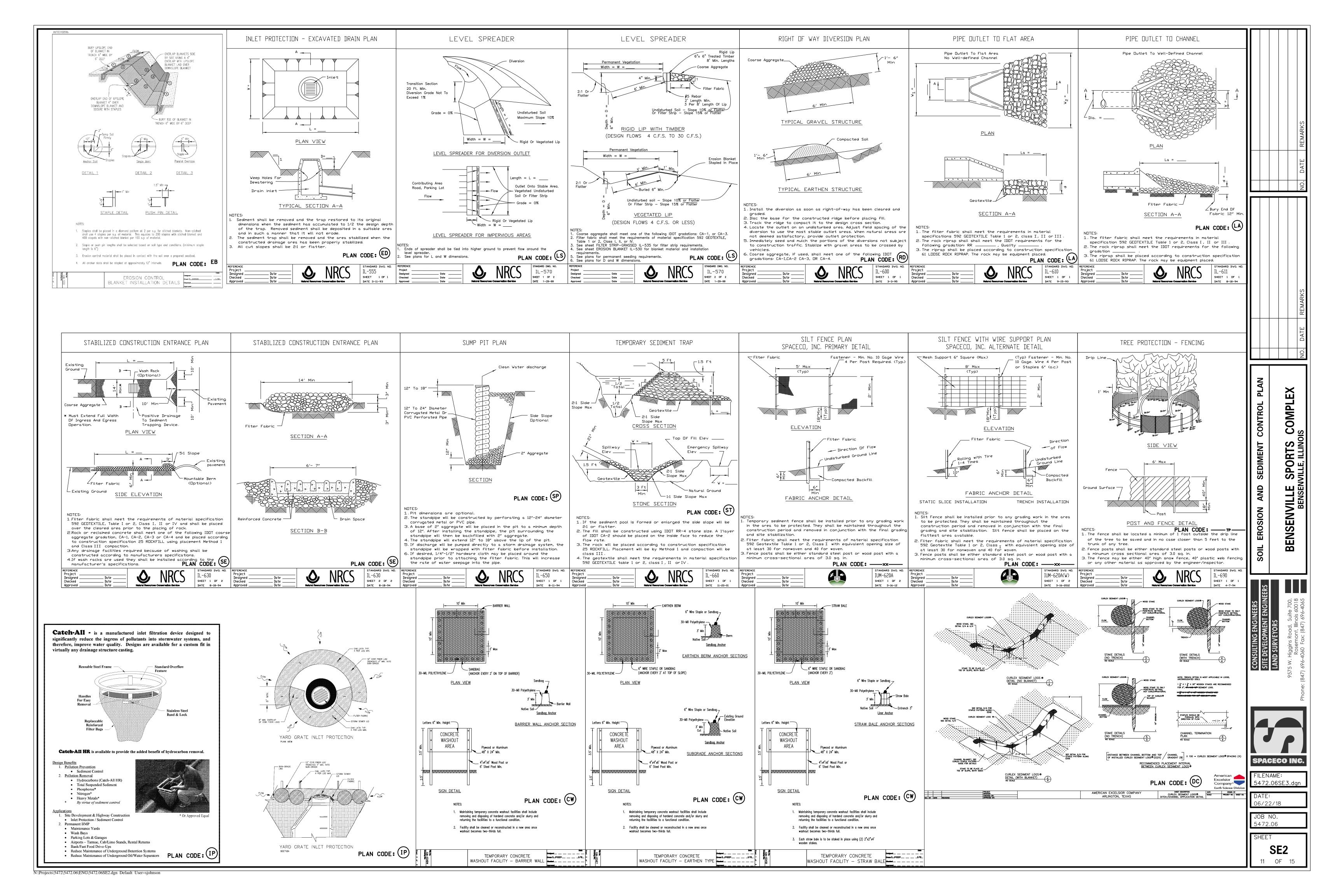
The site should have one or more stabilized construction entrances in conformance with the Plan details. Stabilized construction entrance(s) should be installed to help reduce vehicle tracking of sediments. Streets should be swept as needed to reduce excess sediment, dirt, or stone tracked from the site. Maintenance may include top dressing the stabilized entrance with additional stone and removing top layers of stone and sediment, as needed. Vehicles hauling erodible material to and from the construction site should be covered with a tarp.

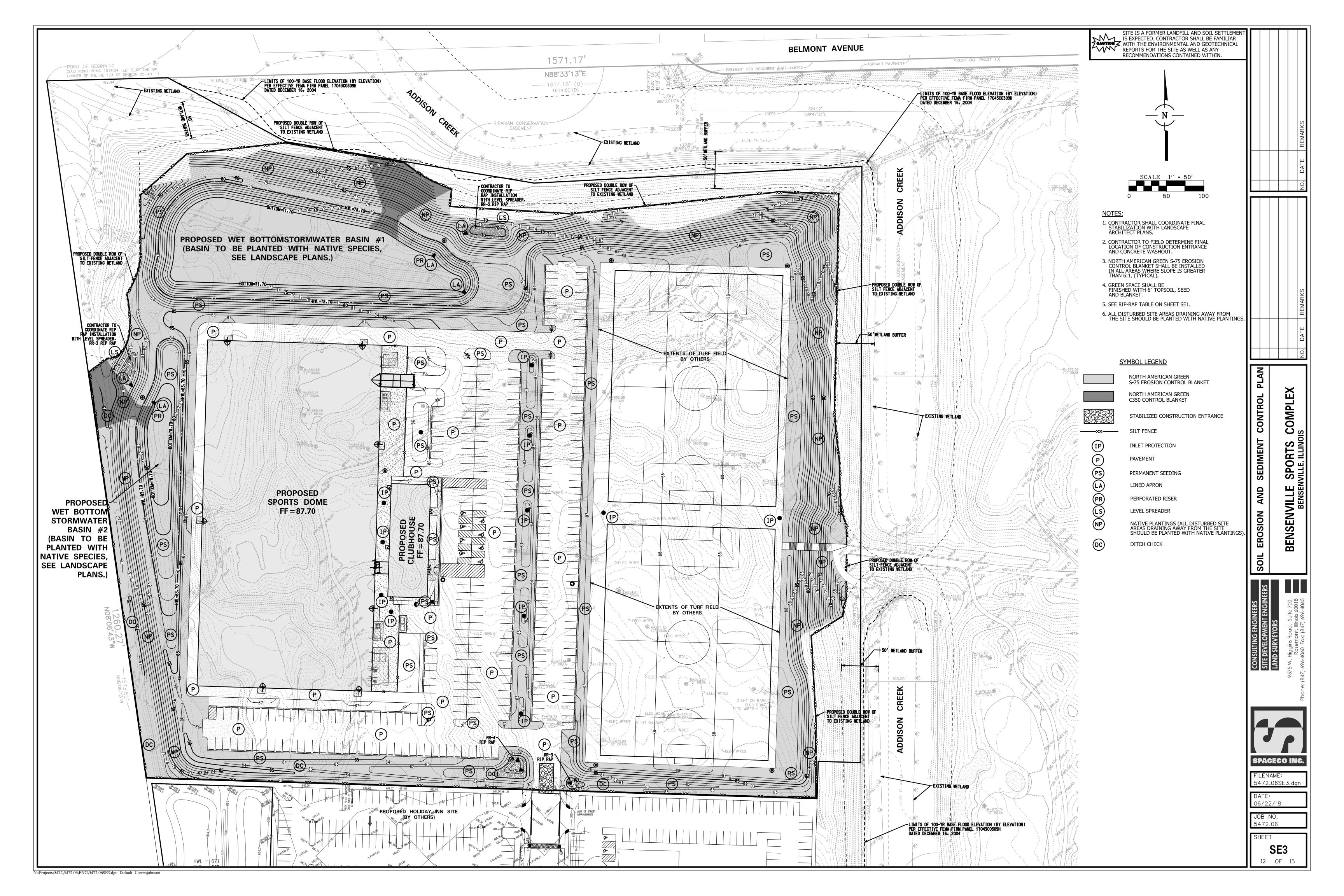
If topsoil is to be stockpiled at the site, select a location so that it will not erode, block drainage, or interfere with work on site. Topsoil stockpiles should not be located in the 100-year floodplain or designated buffer protecting Waters of the State. During construction of the project, soil stockpiles should be stabilized or protected with sediment trapping measures. Perimeter controls, such as silt fence, should be placed around the stockpile immediately. Stabilization of the stockpile should be completed if the stockpile is to remain undisturbed for longer than fourteen days.

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	REQUIREMENTS CITED ABOVE.
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<ol> <li>ALL SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC). MUNICIPAL CODE AND THESE PLANS.</li> <li>CONTRACTOR SHALL ESTABLISH LOCATION OF ALL SIGNS AND MARKINGS FOR APPROVAL BY THE OWNER PRIOR TO INSTALLATION.</li> <li>SIGNS: SIGNS SHALL BE CONSTRUCTED OF 0.080 INCH THICK FLAT ALUMINUM PANELS WITH REFLECTORIZED LEGEND ON THE FACE IN ACCORDANCE WITH (SSRBC) SECTION 720. LEGEND SHALL BE IN ACCORDANCE WITH MUTCD AND AS SHOWN ON THE PLANS.</li> <li>POSTS: SIGN POSTS SHALL BE A HEAVY DUTY STEEL "U" SHAPED CHANNEL WEIGHING 3.0 POUNDS/FOOT SUCH AS A TYPE B METAL POST PER (SSRBC) SECTION 729 [OR: 2" PERFORATED STEEL TUBE PER (SSRBC) SECTION 728].</li> <li>SIGNS AND POSTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ABOVE (SSRBC) SECTION ADD IDT STANDARD T29001 EXCEPT AS MODIFIED BY THE PLANS.</li> <li>PAVEMENT MARKINGS: ALL PAVEMENT MARKINGS IN THE ROADWAY LIMITS, SUCH AS STOP LINES, CENTERLINES, GROSSWALKS AND DIFECTIONAL ARROWS SHALL BE REFLECTORIZED THERMOPLASTIC PER (SSRBC) SECTION 780, EXCEPT AS MODIFIED BY THE PLANS.</li> <li>PAVEMENT MARKINGS: ALL PAVEMENT MARKINGS IN THE ROADWAY LIMITS, SUCH AS STOP LINES, CENTERLINES, GROSSWALKS AND DIFECTIONAL ARROWS SHALL BE REFLECTORIZED THERMOPLASTIC PER (SSRBC) SECTION 780, EXCEPT AS MODIFIED BY THE PLANS. HORE TO THE ROADWAY LIMITS, SUCH AS TOP LINES, CENTERLINES, GROSSWALKS AND DIRECTIONAL ARROWS SHALL BE REFLECTORIZED THERMOPLASTIC PER SRBCI SECTION 780, EXCEPT AS MODIFIED BY THE PLANS.</li> <li>PAVEMENT MARKINGS ON BIKE PATHS, PARKING LOT STALLS, AND SIMILAR "LOW WEAR" APPLICATION, SHALL BE PAINT IN ACCORDANCE TO (SSRBC) SECTION 780, EXCEPT AS MODIFIED BY THE PLANS. REFLECTIVE BEADS ARE NOT REQUIRED.</li> <li>COLOR, WIDTH, STYLE, AND SIZE OF ALL MARKINGS SHALL BE IN ACCORDANCE WITH (MUTCD) EXCEPT AS MODIFIED BY THE PLANS.</li> <li>THEENOPLASTIC MARKINGS SHALL BE INSTALLED WHEN THE PAVEMEN</li></ol>	

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## AVING NOTES

#### PREPARATION AND COMPACTION; PLACEMENT OF SUB-BASE OR OR SURFACE COURSES; FORMING, FINISHING AND CURING CLEAN-UP AND ALL RELATED WORK. 57 (MODIFIED PROCTOR)] SUB-GRADE = 93%; SUB-BASE = 93%; ES = REFER TO SSRBC ARTICLE 406.07. G THAT MATERIALS ARE PROPERLY PLACED AND COMPACTED.

LITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND EA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR ANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION

#### BE FINISHED TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE NDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE

SUBGRADE MUST BE PROOF ROLLED AND INSPECTED FOR TO THE SOILS ENGINEER SHALL CONDUCT AND THE VILLAGE SHALL ADE IS ENCOUNTERED, IT SHALL BE CORRECTED IN A MANNER APPROVED BY CLUDE ONE OR MORE OF THE FOLLOWING METHODS: FILL. IAL.

MAY BE 1/4" TO 1/2" IF NO DEFLECTION OCCURS OVER THE

## TER AND THE PLACEMENT OF THE BASE MATERIAL, THE 0.04 FEET (1/2") OF FINAL SUBGRADE ELEVATION, TO A POINT TWO NSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS IMPROPER SUBGRADE PREPARATION WILL BE HONORED. BGRADES MUST BE APPROVED BY THE MUNICIPAL

# CONCRETE CLASS SI OR PV PER (SSRBC) SECTION 1020.04 ENT CONCRETE CLASS SI OR PV PER (SSRBC) SECTION 1020.04 (5%) OR MORE THAN EIGHT (8%) PERCENT. CONCRETE SHALL BE OP A MINIMUM OF 3,500 PSI COMPRESSIVE STRENGTH AT FOURTEEN ISHED PERPENDICULAR TO THE DIRECTION OF TRAVEL. THE ADDITION FLY ASH FOR PORTLAND CEMENT IS PROHIBITED. 1.50 Ibs OF COLLATED, 50 TO 0.75 INCHES IN LENGTH SHALL BE ADDED TO EACH CUBIC YARD OF ALL BE AS MANUFACTURED UNDER THE NAME "FIBERMESH" OR EQUAL.

JTTER SHALL BE OF THE TYPE SHOWN ON THE PLANS. THE STRUCTION STANDARDS AND THE PAVEMENT CROSS-SECTION THE AGGREGATE BASE COURSE THICKNESS BENEATH THE CURB TS, WITH TWO 3/4" X 18" EPOXY COATED STEEL DOWEL BARS, SHALL ND AT ALL PC'S, PT'S AND CURB RETURNS. ALTERNATE ENDS OF THE METAL EXPANSION TUBES. SAWED OR FORMED CONTRACTION FILTERED (AFC FOOT INTERNANCE DESTINGTION FOR AND ADDITION TO ADDITION) IFTEEN (15) FOOT INTERVALS BETWEEN EXPANSION JOINTS. NO

#### UBLIC WALKS/PEDESTRIAN PATHS INTERSECT CURB LINES, AND OF PROVIDING ACCESSIBILITY. (SEE CONSTRUCTION STANDARDS ESSED AT DRIVEWAY LOCATIONS.

STRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE SEVEN DAYS BEFORE THE CURBS ARE BACKFILLED. THE ABOVE AND THE PLANS. PROVIDE SCORED JOINTS AT 5 NSION JOINTS AT 50 FOOT INTERVALS, AND ADJACENT TO

NCE WITH THE ABOVE AND THE PLANS. PROVIDE 6" X 6" NO. /2 " PREMOLDED FIBER EXPANSION JOINT OVIDE SAWED OR FORMED CONTRACTION JOINT AT MID-POINT

E IN ACCORDANCE WITH THE ABOVE AND THE PLANS. SAWED BE AS SHOWN ON THE PLANS. CCORDANCE WITH (SSRBC) - METHOD I, II, OR III. CONCRETE WORK SHALL BE INCLUDED IN THE COST OF THE

## S, PARKING LOTS, DRIVEWAYS, SIDEWALKS AND PATHS THERWISE SHOWN ON THE PLANS, THE FLEXIBLE PAVEMENTS SHALL UMINOUS CONCRETE BINDER COURSE; AND BITUMINOUS CONCRETE S SPECIFIED ON THE PLANS. THICKNESSES SPECIFIED SHALL BE VESS. THE PAVING IS TO BE DONE IN ACCORD WITH THE STANDARD ON IN ILLINOIS.

AGGREGATE BASE UNTIL THE BINDER COURSE IS LAID. THE ED AT A RATE OF 0.4 TO 0.5 GALLONS PER SQUARE YARD PRIOR ERIALS SHALL BE BITUMINOUS M.C. - 30.

BINDER COURSE SHALL BE CLEANED, AND TACK COATED IF DER, BASE OR CURB SHALL BE REPAIRED TO THE SATISFACTION THE CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT POWER BROOMS IF REQUIRED BY THE OWNER, TO PREPARE COURSE. THE TACK COAT SHALL BE UNIFORMLY APPLIED TO THE DNS PER SQUARE YARD. TACK COAT SHALL BE AS SPECIFIED IN

L BE STAGGERED A MINIMUM OF 6". THE BITUMINOUS CONCRETE BINDER COURSE TO STALLATION OF THE BITUMINOUS CONCRETE SURFACE CIPAL ENGINEER OR OWNER.

#### ROL TESTING PROGRAM FOR CONCRETE AND PAVEMENT ICIPALITY. TESTING SHALL BE DONE IN ACCORD WITH GE CONSTRUCTION IN ILLINOIS AND THE TESTING

DOCUMENTATION FOR THE CONCRETE, BASE COURSE, URSE, SHALL BE SUBMITTED FOR VERIFICATION.

SURFACE COURSE, THE CONTRACTOR, WHEN REQUIRED BY MENS OF THE BINDER COURSE WITH A CORE DRILL WHERE CATION

HE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE FULL DEPTH A CORE DRILL WHERE DIRECTED, IN ORDER TO CONFIRM THE HALL BE ADJUSTED FOR BY THE METHOD DESCRIBED IN (SSRBC),

LATION SHALL BE SUBJECT TO THE TESTING AND CHECKING

## 1. GENERAL SANITARY SEWER PIPE SHALL BE PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 26 CONFORMING TO ASTM D-3034 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3212 AND PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 21 CONFORMING TO ASTM D-2241 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3139 AS SHOWN ON THE PLANS. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER LINEAL FOOT OF SANITARY SEWER COMPLETE IN PLACE.

SANITARY SEWER NOTES

- SANITARY SEWER PIPE 18" AND LARGER, WHERE NOTED ON THE PLANS, OR WHERE THE IEPA MINIMUM SEPARATION CANNOT BE MAINTAINED, SHALL BE ONE OF THE FOLLOWING: PLAN CODE DESCRIPTION
- DIP: DUCTILE IRON WATERMAIN QUALITY PIPE, CLASS 52, (ANSI A-21.51) WITH MECHANICAL OR O-RING GASKETED JOINTS (ANSI A-21.11).
- PVC: PRESSURE RATED PVC PIPE MEETING ASTM D-2241 WITH ASTM D-3139 GASKETED JOINT, SDR 26
- C. "BAND-SEAL" OR SIMILAR FLEXIBLE TYPE COUPLINGS SHALL BE USED WHEN CONNECTING SEWER PIPES OF DISSIMILAR MATERIALS. "BAND-SEAL", "FERNCO", AND "MISSION" TYPE COUPLINGS SHALL NOT BE USED ON ANY SEWER MAIN.
- D. ALL SANITARY SEWERS ARE TO BE CONSTRUCTED USING A LASER INSTRUMENT TO MAINTAIN LINE AND GRADE.
- E. ALL FLOOR DRAINS SHALL CONNECT TO THE SANITARY SEWER.
- F. CONNECTIONS TO EXISTING SANITARY SEWER SYSTEM SHALL NOT BE DONE UNTIL AUTHORIZED BY THE MUNICIPALITY. WATERMAINS SHALL BE SEPARATED FROM SANITARY SEWERS AND STORM SEWERS IN ACCORDANCE WITH IEPA
- REQUIREMENTS AS SPECIFIED IN "WATER MAIN" SECTION. NO WATER LINE SHALL BE PLACED IN THE SAME TRENCH AS A SEWER LINE EXCEPT UNDER SPECIAL CIRCUMSTANCES AND н. THEN ONLY UNDER THE FOLLOWING RULES:
  - a) PERMISSION SHALL BE OBTAINED FROM THE MUNICIPAL ENGINEERING DEPARTMENT IN WRITING PRIOR TO BEGINNING CONSTRUCTION.
  - b) THE BOTTOM OF A WATER LINE SHALL BE INSTALLED ON A SHELF A MINIMUM OF 18" ABOVE THE TOP OF THE SEWER AND 18" HORIZONTALLY AWAY FROM THE EDGE OF THE SEWER.
- 2. BEDDING:

Α.

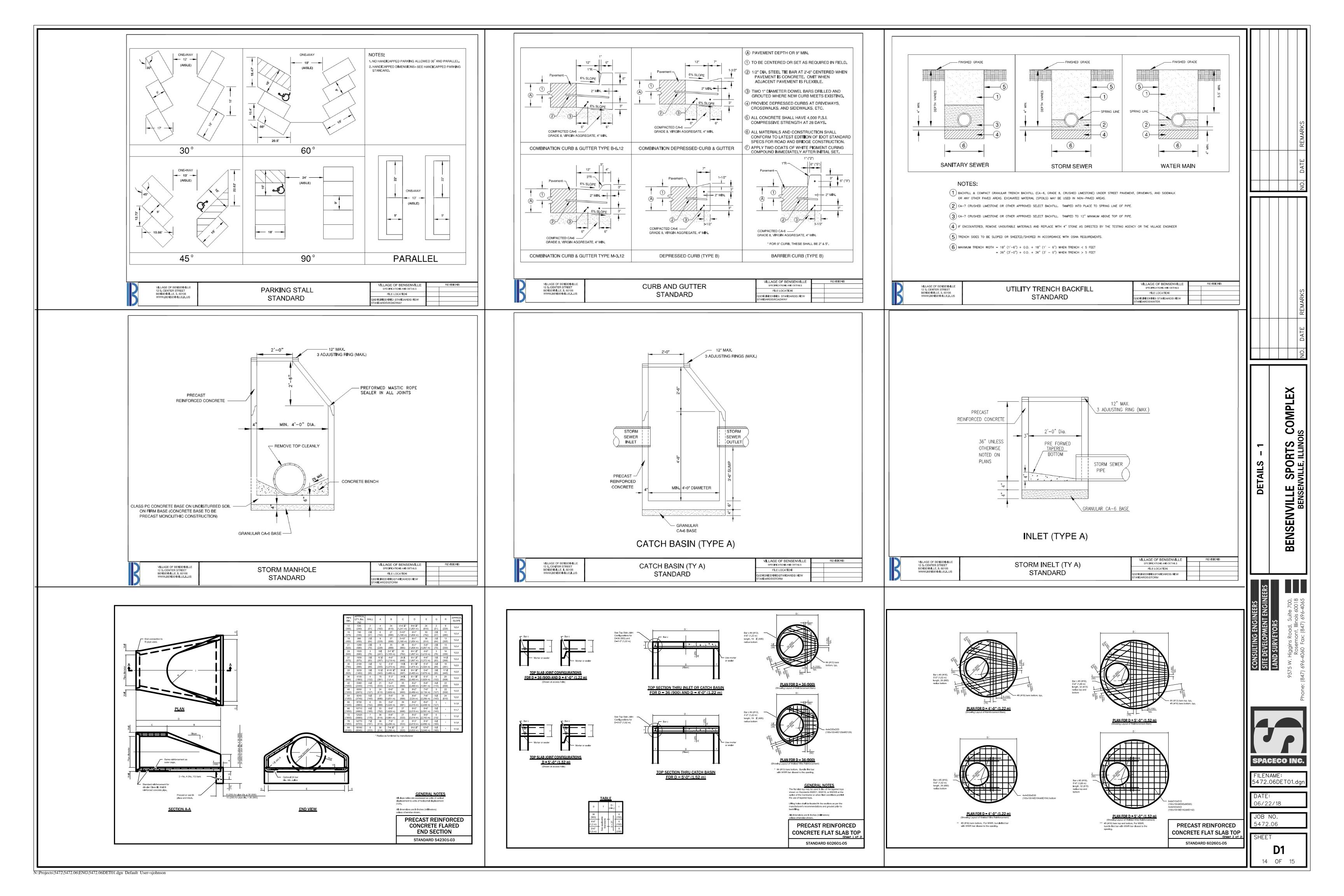
Β.

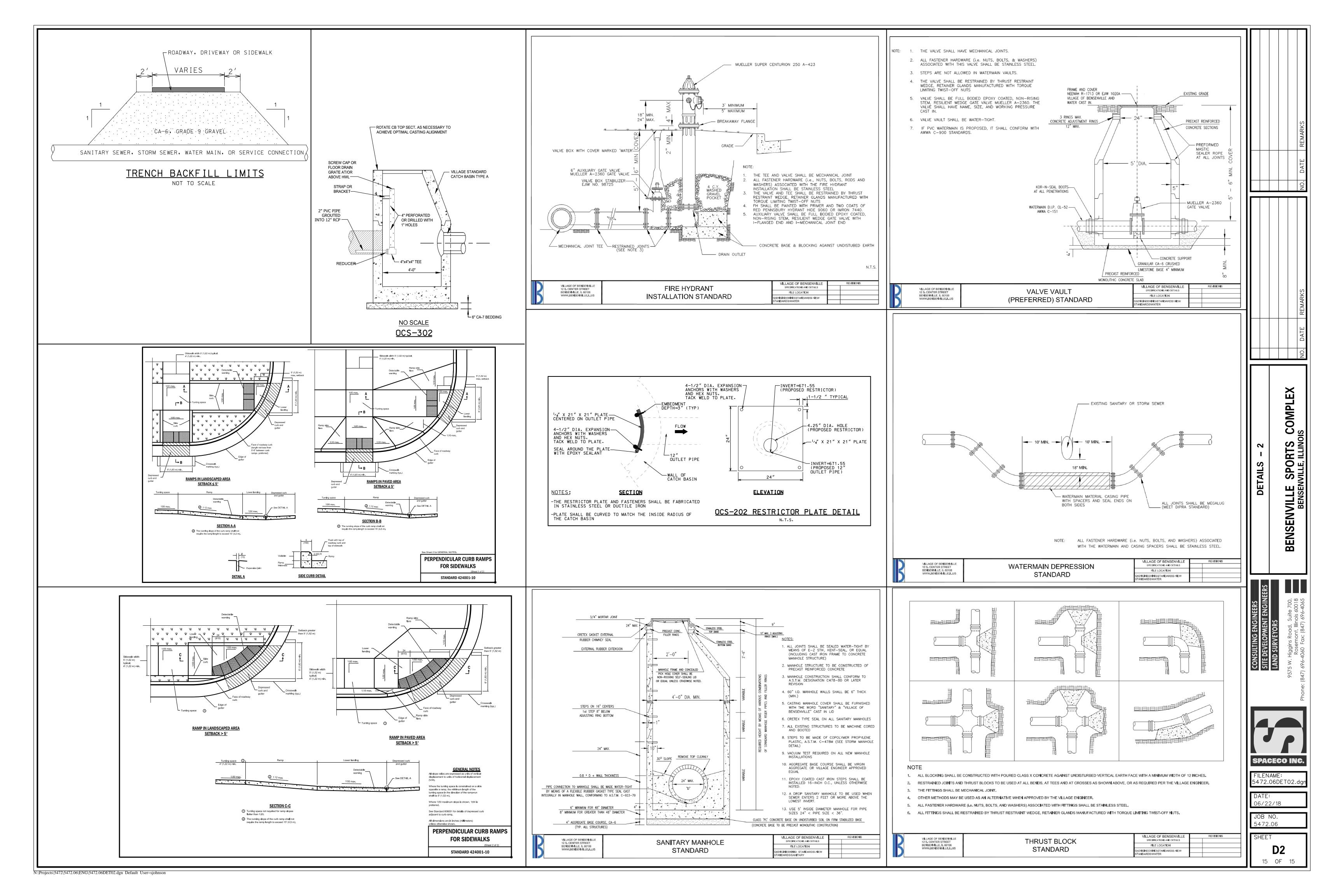
- BEDDING SHALL CONSIST OF A MINIMUM OF FOUR (4") INCHES OF COMPACTED CRUSHED GRAVEL OR STONE, 1/4"-3/4" IN SIZE. THE SEWER SHALL HAVE MECHANICALLY TAMPED CRUSHED GRAVEL OR STONE COVER ABOVE THE TOP OF THE PIPE TO A MINIMUM OF TWELVE (12") INCHES FOR PVC PIPE AND TO THE SPRING LINE FOR DIP. THE BEDDING AND COVER MATERIAL SHALL BE ASTM D-2321 CLASS II FOR PVC PIPE AND ASTM D-448 SIZE 67 FOR DIP PIPE. THE COST OF Α. THE BEDDING AND COVER SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE SEWER.
- ALL UNSUITABLE MATERIAL SHALL BE REMOVED BELOW THE PROPOSED SANITARY SEWER AND REPLACED WITH COMPACTED CA-6 CRUSHED GRAVEL OR STONE. в.
- ALL TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PAVEMENTS, ROADWAYS, SIDEWALKS, AND FOR A DISTANCE OF FIVE (5') FEET ON EITHER SIDE OF SAME, AND/OR WHERE SHOWN ON THE PLANS, SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-6) AND THOROUGHLY MECHANICALLY COMPACTED IN 9" THICK (LOOSE MEASUREMENT) LAYERS. С. JETTING WITH WATER IS NOT PERMITTED. REFER TO THE TRENCH BACKFILL LIMITS DETAIL.
- 3. MANHOLES:
- SANITARY SEWER MANHOLES SHALL BE 4'-O" I.D. PRECAST CONCRETE SECTIONS CONFORMING TO ASTM D-478 WITH PREFORMED BITUMINOUS OR "O" RING JOINTS, IN ACCORDANCE WITH MUNICIPAL REGULATIONS, AND HAVE AN ECCENTRIC CONE INSTALLED TO LINE UP WITH THE MANHOLE STEPS. ALL MANHOLE STEPS SHALL BE AT 16" O.C. SIMILAR TO NEENAH R-1980. Α.
- ALL PIPE CONNECTION OPENINGS SHALL BE PRECAST WITH RESILIENT RUBBER WATER TIGHT SLEEVES. THE BOTTOM OF Β. MANHOLE SHALL HAVE A CONCRETE BENCH POURED TO FACILITATE SMOOTH FLOWS.
- 4. FRAMES AND LIDS:
- ALL SANITARY SEWER MANHOLE FRAMES AND LIDS SHALL BE NEENAH R-1712 UNLESS OTHERWISE NOTED ON THE PLANS. THE LIDS SHALL HAVE RECESSED (CONCEALED) PICK HOLE AND BE SELF SEALING WITH AN "O" RING GASKET. THE LIDS SHALL HAVE THE WORDS "SANITARY" EMBOSSED ON THE SURFACE. Α. THE JOINTS BETWEEN FRAME AND CONCRETE SECTION SHALL BE SEALED WITH A BUTYL ROPE.
- B. A MAXIMUM OF EIGHT (8) INCHES OF CONCRETE ADJUSTING RINGS SHALL BE USED TO ADJUST FRAME ELEVATIONS. RINGS SHALL BE SEALED TOGETHER WITH BUTYL ROPE.
- 5. DROP MANHOLE ASSEMBLIES:
- DROP MANHOLE ASSEMBLIES: DROP MANHOLE ASSEMBLIES SHALL BE PROVIDED AT THE JUNCTION OF SANITARY SEWERS WHERE THE DIFFERENCE IN INVERT GRADES EXCEEDS TWO FEET (2′), OR AS SHOWN ON THE PLANS. THE ENTIRE DROP Α. ASSEMBLY SHALL BE CAST IN CONCRETE MONOLITHICALLY WITH THE MANHOLE BARREL SECTION.
- 6. CLEANING: ALL MANHOLES AND PIPES SHALL BE THOROUGHLY CLEANED OF DIRT AND DEBRIS, AND ALL VISIBLE LEAKAGE ELIMINATED, BEFORE FINAL INSPECTION AND ACCEPTANCE. Α.
- 7. TESTING:
- A. DEFLECTION AND LEAKAGE TESTING WILL BE REQUIRED. THE PROCEDURE AND ALLOWABLE TESTING LIMITS SHALL BE AS SPECIFIED IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS". OR MUNICIPAL CODES. IN THE EVENT OF A DISCREPANCY BETWEEN THE STANDARD SPECIFICATIONS AND THE MUNICIPAL CODE. THE MUNICIPAL CODE SHALL GOVERN. THE FULL LENGTH OF THE SANITARY SEWER IS REQUIRED TO BE BOTH AIR TESTED AND DEFLECTION TESTED.
- B. TESTING THE ALIGNMENT/STRAIGHTNESS SHALL BE IN ACCORDANCE WITH MUNICIPAL CODE.
- C. TESTING OF MANHOLES TO BE IN ACCORDANCE WITH ASTM C-969.
- 8. TELEVISING:
  - ALL SANITARY SEWERS SHALL BE TELEVISED AND A COPY OF THE TAPE /DVD AND A WRITTEN REPORT SHALL BE SUBMITTED AND REVIEWED BY THE OWNER OR MUNICIPALITY BEFORE FINAL ACCEPTANCE. THE REPORT SHALL INCLUDE STUB LOCATION AS WELL AS A DESCRIPTION OF ALL DEFECTS, WATER LEVEL, LEAKS AND LENGTHS. IDENTIFY MANHOLE TO MANHOLE BOTH VERBALLY AND ON-SCREEN USING MANHOLE NUMBERS FROM APPROVED PLANS. ORDER OF WRITTEN REPORT SHALL BE THE SAME AS THE VIDEO TAPES/DVDS.
- 9. TEST RESULTS:
- IF THE SANITARY SEWER INSTALLATION FAILS TO MEET THE TEST REQUIREMENTS SPECIFIED, THE CONTRACTOR SHALL DETERMINE THE CAUSE OR CAUSES OF THE DEFECT AND SHALL, AT HIS OWN EXPENSE, REPAIR OR Α. REPLACE ALL MATERIALS, AND WORKMANSHIP AS MAY BE NECESSARY TO COMPLY WITH THE TEST REQUIREMENTS.
- 10. CERTIFICATION:
- CONTRACTOR SHALL SUBMIT CERTIFIED COPIES OF ALL REPORTS OF TESTS CONDUCTED BY AN Α. INDEPENDENT LABORATORY BEFORE INSTALLATION OF PVC PLASTIC PIPE. TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH STANDARD METHOD OF TEST FOR "EXTERNAL LOADING PROPERTIES OF PLASTIC PIPE BY PARALLEL PLATE LOADING", ASTM STANDARDS D-2412 OR D-2241 AS APPROPRIATE FOR THE PIPE TO BE USED. TESTS SHALL ALSO BE CONDUCTED TO DEMONSTRATE JOINT PERFORMANCE AT 5% MAXIMUM DIAMETRIC DEFLECTION OF THE SPIGOT.
- 11. RECORD DRAWINGS:
  - THE CONTRACTOR SHALL PROVIDE ALL INFORMATION TO PREPARE RECORD DRAWING(S) INCLUDING SERVICE STUB LOCATIONS, TO SPACECO. SPACECO SHALL PREPARE RECORD DRAWINGS AND SUBMIT TO APPROPRIATE PUBLIC AGENCIES. IF FINAL MEASUREMENTS INDICATE DEFICIENCIES, THE CONTRACTOR, AT HIS OWN COST, WILL ADJUST MANHOLES AND/OR SEWERS TO PROPER ELEVATIONS AND OTHERWISE CORRECT THE DEFICIENCIES.

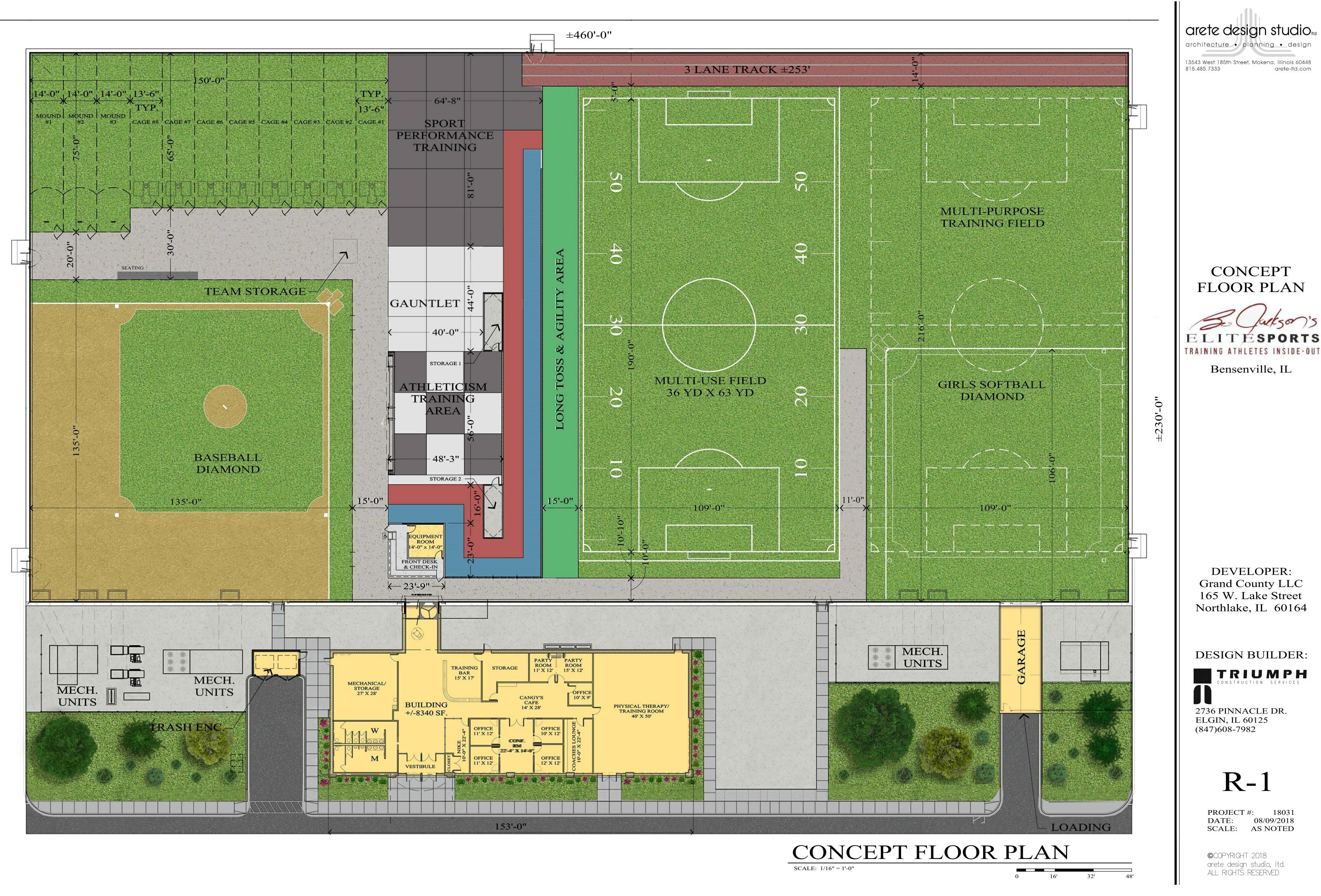
## STORM SEWER NOTES

- 1. GENERAL: A. ALL STORM SEWER PIPE SHALL BE RCP, UNLESS OTHERWISE NOTED ON THE PLANS, IN ACCORDANCE WITH THE FOLLOWING: PLAN CODE: MATERIAL
  - RCP: REINFORCED CONCRETE PIPE (ASTM C-76) WITH O-RING GASKETED JOINTS, (ASTM C-443); TYPE 1, CLASS IV, PER SSRBC SECTION 603. ELLIPTICAL RCCP PIPE SHALL BE TYPE 1, HE-III PER SSRBC SECTION 511. PRECAST FLARED END SECTIONS MAY HAVE MASTIC JOINTS. PAYMENTS SHALL BE MADE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT OF STORM SEWER COMPLETE IN PLACE.
  - DIP: DUCTILE IRON WATERMAIN QUALITY PIPE CLASS 52 (ANSI 21.51) WITH MECHANICAL OR PUSH-ON JOINTS (ANSI 21.11). CEMENT LINING IS NOT REQUIRED. PVC: POLYVINYL CHLORIDE SEWER PIPE, SDR 26, CONFORMING TO ASTM D-3034 WITH ASTM D-3212 PUSH-ON GASKETED JOINTS. HDPE: HIGH DENSITY POLYETHYLENE CORRUGATED PIPE WITH SMOOTH INTERIOR MEETING AASHTO M-294
- SUCH AS ADS N-12 BY ADVANCED DRAINAGE SYSTEM, COLUMBUS, OH: OR HI-Q BY HANCOR, FINDLEY, OH. JOINTS SHALL BE SPLIT CORRUGATED BANDS BY THE PIPE MANUFACTURER. UD: RIGID, PERFORATED PVC UNDERDRAIN PIPE (ASTM D-2729), SDR 35, OR SCHEDULE 40, WITH SOLVENT WELD JOINTS AND FILTER FABRIC WRAPPING OR SOCK. PERFORATED HDPE PIPE ALSO ACCEPTABLE.
- "BAND SEAL" OR SIMILAR COUPLINGS SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS. "BAND SEAL", "FERNCO", AND "MISSION" TYPE COUPLINGS SHALL NOT BE USED ON SEWER MAINS. CHANGES B. IN PIPE MATERIAL SHALL BE MADE AT A STRUCTURE.
- C. ALL STORM SEWERS ARE TO BE CONSTRUCTED USING A LASER INSTRUMENT TO MAINTAIN LINE AND GRADE.
- ALL FOOTING DRAIN AND SUMP PUMP DISCHARGE PIPES SHALL BE CONNECTED TO THE STORM SEWER SYSTEM. D. DOWNSPOUTS SHALL DISCHARGE TO THE GROUND.
- E. THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE (3') FEET OF COVER OVER THE TOP OF SHALLOW PIPES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL MOUND OVER ANY PIPES WHICH HAVE LESS THAN THREE (3') FEET OF COVER DURING CONSTRUCTION UNTIL THE AREA IS FINAL GRADED OR PAVED.

STORM SEWER NOTES		
2. BEDDING: A. ALL STORM SEWERS SHALL BE INSTALLED ON A TYPE A GRANULAR BEDDING, 1/4" TO 3/4" IN SIZE (CA-13) WITH A MINIMUM THICKNESS EQUAL TO 1/4 THE OUTSIDE DIAMETER OF THE SEWER PIPE BUT NOT LESS THAN 4". BLOCKING OF ANY KIND FOR GRADE IS NOT PERMITTED. THE BEDDING MATERIALS SHALL BE COMPACTED TO 90% OF MODIFIED PROCTOR DENSITY. BEDDING SHALL EXTEND TO THE SPRINGLINE ON ALL RCP AND DIP PIPE. BEDDING SHALL EXTEND TO 12" OVER ANY PVC OR HDPE PIPE. COST OF BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE COST OF PIPE. NO SEPERATE PAYMENT SHALL BE MADE FOR THIS.		
<ul> <li>3. STRUCTURES:</li> <li>A. MANHOLE, CATCH BASIN AND INLET BOTTOMS SHALL BE PRECAST CONCRETE SECTIONAL UNITS OR MONOLITHIC CONCRETE. MANHOLES AND CATCH BASINS SHALL BE A MINIMUM 4' IN DIAMETER UNLESS OTHERWISE SPECIFIED ON THE PLANS. STRUCTURE JOINTS SHALL BE SEALED WITH O-RING OR BUTYL ROPE. A MAXIMUM OF EIGHT (8") INCHES OF ADJUSTING RINGS SHALL BE USED.</li> <li>B. A CONCRETE BENCH TO DIRECT FLOWS SHALL BE CONSTRUCTED IN THE BOTTOM OF ALL INLETS AND MANHOLES.</li> </ul>		Ş
<ul> <li>C. THE FRAME, GRATE, AND/OR CLOSED LID SHALL BE CAST IRON OF THE STYLE SHOWN ON THE PLANS.</li> <li>D. MANHOLE LIDS SHALL BE MACHINE SURFACED, NON-ROCKING DESIGN. THE CLOSED LIDS SHALL HAVE THE WORD "STORM" CAST ON THE LID. THE JOINTS BETWEEN CONCRETE SECTION ADJUSTING RINGS, AND FRAME SHALL BE SEALED WITH A MASTIC COMPOUND.</li> </ul>		E
<ul> <li>FRENCH DRAIN:</li> <li>A. ALL LOW POINT STORM STRUCTURES ARE TO HAVE FOUR 1" DIAMETER WEEP HOLES PROVIDED 24" BELOW THE TOP OF LID. THE HOLES SHALL BE COVERED WITH A GEOTEXTILE FILTER FABRIC CEMENTED IN PLACE WITH BITUMINOUS MASTIC. THE DRAIN SHALL BE BACKFILLED WITH BEDDING OR CA-7 CRUSHED STONE TO TOP OF SUBGRADE OR BOTTOM OF TOPSOIL.</li> </ul>		NO. DATE
<ul> <li>CASTINGS:</li> <li>A. CASTINGS FOR SEWER OR OTHER STRUCTURES SHALL BE "NEENAH" OR APPROVED EQUAL. COST OF CASTINGS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE STRUCTURE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.</li> <li>6. CLEANING:</li> </ul>		
A. THE STORM SEWER SYSTEM SHALL BE THOROUGHLY CLEANED PRIOR TO FINAL INSPECTION AND TESTING.		
A. THE STORM SEWER SYSTEM SHALL BE TELEVISED IF REQUIRED BY MUNICIPALITY.		
WATERMAIN NOTES		
<ol> <li>PIPE MATERIALS:</li> <li>WATERMAINS OR SERVICES 3" OR LARGER IN DIAMETER SHALL BE CONSTRUCTED OF BITUMINOUS COATED, CEMENT LINED DUCTILE IRON PIPE, CLASS 52, CONFORMING TO ANSI A-21.50 (AWWA C150) AND ANSI A-21.51 (AWWA C151). CEMENT MORTAR LINING SHALL CONFORM TO ANSI A-21.4 (AWWA C-104). THE JOINTS SHALL BE O-RING GASKETED PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI A-21.11 (AWWA C-111).</li> </ol>		REMARKS
<ul> <li>2. FITTINGS:</li> <li>A. ALL FITTINGS SHALL BE CAST-IRON, WITH MECHANICAL JOINTS AND "MEGALUG" RETAINER GLANDS, AND CEMENT LINED PER ANSI A21.4. COST OF FITTINGS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PIPE.</li> <li>B. ALL DUCTILE IRON WATERMAIN AND FITTINGS SHALL BE WRAPPED IN 8-MIL POLYETHYLENE WRAP. ALL MECHANICAL JOINT FITTINGS SHALL BE WRAPPED IN 8-MIL POLYETHYLENE WRAP. ALL MECHANICAL JOINT FITTINGS SHALL BE WRAPPED IN 8-MIL POLYETHYLENE WRAP. ALL MECHANICAL JOINT FITTINGS SHALL BE WRAPPED IN 8-MIL POLYETHYLENE WRAP. ALL MECHANICAL JOINT FITTINGS SHALL BE WRAPPED AT THE CONTRACT UNIT PRICE PER LINEAL FOOT OF WATERMAIN COMPLETE IN PLACE.</li> </ul>		NO. DATE
<ul> <li>WATER SERVICES:</li> <li>A. WATER SERVICE PIPE, 2" IN DIAMETER OR SMALLER, SHALL BE TYPE K COPPER WATER TUBING, CONFORMING TO ASTM B-88 AND B-251, WITH COMPRESSION OR FLARED JOINTS.</li> <li>4. VALVES:</li> </ul>		EX
<ul> <li>GATE VALVES SHALL BE USED ON ALL WATERMAIN 3" AND LARGER. ALL VALVES SHALL TURN COUNTER- CLOCKWISE TO OPEN. VALVES SHALL BE IRON BODY RESILIENT WEDGE GATE VALVES WITH BRONZE MOUNTED SEATS AND NON-RISING STEMS CONFORMING TO AWWA C-509. THE VALVES SHALL HAVE MECHANICAL JOINTS.</li> <li>B. THE MECHANICAL JOINTS AND ALL FASTENERS ON THE VALVE BODY SHALL HAVE STAINLESS STEEL NUTS AND BOLTS.</li> </ul>		COMPLEX
5. VALVE VAULTS: A. VALVE VAULTS SHALL BE PRECAST CONCRETE STRUCTURES AS NOTED ON THE PLANS. THE FRAME AND LID SHALL BE NEENAH R-1712, OR EQUAL, WITH "WATER" EMBOSSED ON THE LID.	ATIONS	RTS
<ul> <li>6. FIRE HYDRANTS:</li> <li>A. FIRE HYDRANTS SHALL CONFORM TO AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD NO. C-502, LATEST REVISION, AND SHALL BE A MODEL SHOWN ON THE PLANS AND APPROVED BY THE MUNICIPALITY. FIRE HYDRANTS SHALL BE INSTALLED WITH AN AUXILIARY VALVE AND CAST IRON VALVE BOX. THE PUMPER CONNECTION SHALL FACE ROADWAY.</li> <li>B. PROVIDE THE RODS FROM THE MAINLINE TEE TO THE AUXILIARY VALVE, AND BETWEEN THE AUXILIARY VALVE AND HYDRANT BARREL WHERE NOT BOLTED TOGETHER.</li> <li>C. THE BREAK FLANGE AND ALL BELOW GRADE FITTINGS SHALL HAVE STAINLESS STEEL NUTS AND BOLTS.</li> </ul>	SPECIFICA	<b>/ILLE SPO</b>
<ul> <li>THE BREAK FLANGE AND ALL BELOW GRADE FITTINGS SHALL HAVE STAINLESS STEEL NOTS AND BOLTS.</li> <li>CORPORATION STOPS:         <ul> <li>CORPORATION STOPS SHALL BE BRONZE BODY KEY STOPS CONFORMING TO AWWA C-800, AND SHALL INCLUDE "J" BEND, TAIL PIECE, AND COMPRESSION FITTINGS. SIZE AND LOCATION AS SHOWN ON PLANS.</li> <li>TAPPING SADDLES SPECIFICALLY DESIGNED FOR USE WITH PVC PIPE SHALL BE IN CONJUCTION WITH THE CORPORATION STOP.</li> </ul> </li> </ul>		<b>BENSENVIL</b> BEN
<ul> <li>8. SERVICE BOX:</li> <li>A. PROVIDE CURB VALVE AND CURB BOX AS INDICATED ON THE PLANS. BOX SHALL BE EXTENSION TYPE WITH FOOT PIECE AND STATIONARY RODS FOR SIX (6') FEET OF BURY.</li> <li>B. MAXIMUM DEFLECTION AT PIPE JOINTS SHALL BE IN ACCORDANCE WITH PIPE MANUFACTURER'S CURRENT RECOMMENDATIONS AND AWWA SPECIFICATIONS.</li> </ul>	ERS	
9. BEDDING: A. ALL DUCTILE IRON WATERMAIN SHALL HAVE COARSE SAND BEDDING EXTENDED TO AT LEAST SIX INCHES (6″) ABOVE THE TOP OF THE PIPE. COST OF BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THIS PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.	IEERS ENGINE	Suite 700, nois 60018 696-4065
<ul> <li>B. GRANULAR BEDDING MATERIAL OR GRANULAR BACKFILL MATERIAL SHALL BE CAREFULLY PLACED TO 12" OVER THE TOP OF THE PIPE BEFORE FINAL BACKFILLING AND COMPACTION.</li> <li>C. A MINIMUM DEPTH OF COVER OF 5'-6" SHALL BE MAINTAINED OVER THE WATER LINES. THE MAXIMUM COVER SHALL BE EIGHT (8') FEET EXCEPT AT SPECIAL CROSSINGS.</li> <li>D. CONCRETE THRUST BLOCKING SHALL BE INSTALLED ON WATERMAIN AT ALL BENDS, TEE, ELBOWS, ETC.</li> </ul>	CONSULTING ENGIN	<b>IAND SURVEYORS</b> 9575 W. Higgins Road, Suite 700 Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-406
10. IEPA WATERMAIN PROTECTION: A. HORIZONTAL SEPARATION	CONS SITE D	<b>JAND</b> 9575 W. H (847) 696-40
<ul> <li>d) WATERMAINS SHALL BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER OR SEWER SERVICES CONNECTION.</li> <li>b) WATERMAINS MAY BE LAID CLOSER THAN TEN FEET TO A SEWER LINE WHEN: <ol> <li>LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN FEET;</li> <li>THE WATERMAIN INVERT IS AT LEAST 18 INCHES ABOVE THE CROWN OF THE SEWER; AND</li> <li>THE WATERMAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER.</li> </ol> </li> <li>c) BOTH THE WATERMAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED WITH PIPE EQUIVALENT TO</li> </ul>	_	Phone: (
<ul> <li>a) A WATERMAIN SHALL BE LAID SO THAT ITS INVERT IS 18 INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER WATERMAINS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS.</li> </ul>	1	7
THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATERMAIN LOCATED WITHIN TEN FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. A LENGTH OF WATERMAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANCE FROM THE SEWER OR DRAIN. b) BOTH THE WATERMAINS AND SEWER SHALL BE CONSTRUCTED WITH PIPE EQUIVALENT TO WATERMAIN STANDARDS OF CONSTRUCTION WHEN: 1) IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN (g) ABOVE; OR 2) THE WATERMAIN PASSES UNDER A SEWER OR DRAIN.	FILENA	
<ul> <li>c) A VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATERMAIN SHALL BE MAINTAINED WHERE A WATERMAIN CROSSES UNDER SEWER. SUPPORT THE SEWER OR DRAIN LINES TO PREVENT SETTLING AND BREAKING THE WATER MAIN.</li> <li>d) CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FORM THE WATERMAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN FEET.</li> </ul>	5472.0 DATE: 06/22	06SPEC.dgn /18
<ul> <li>11. TESTING:</li> <li>A. ALL WATERMAINS SHALL BE PRESSURE TESTED, FLUSHED AND DISINFECTED IN ACCORDANCE WITH AWWA AND MUNICIPAL SPECIFICATIONS. EACH VALVE SECTION SHALL BE PRESSURE TESTED FOR A MINIMUM OF 4 HOURS. ALLOWABLE LEAKAGE IS TO BE ONLY THAT WHICH IS PREDETERMINED BY THE STANDARD SPECIFICATIONS FOR SEWER AND WATERMAIN CONSTRUCTION IN ILLINOIS. AT NO TIME IS THERE TO BE ANY VISIBLE LEAKAGE FROM THE MAIN.</li> <li>B. CONTRACTOR IS RESPONSIBLE FOR PRESSURE TESTING AGAINST EXISTING WATER VALVES.</li> </ul>	JOB N 5472.( SHEET	



















13543 West 185th Street, Mokena, Illinois 60448 815.485.7333 arete-Itd.com

# CONCEPT FLOOR PLAN



Bensenville, IL

**DEVELOPER:** Grand County LLC 165 W. Lake Street Northlake, IL 60164

## **DESIGN BUILDER:**





 PROJECT #:
 18031

 DATE:
 08/09/2018

 SCALE:
 AS NOTED

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Bensenville, IL

**DEVELOPER:** Grand County LLC 165 W. Lake Street Northlake, IL 60164

## **DESIGN BUILDER:**



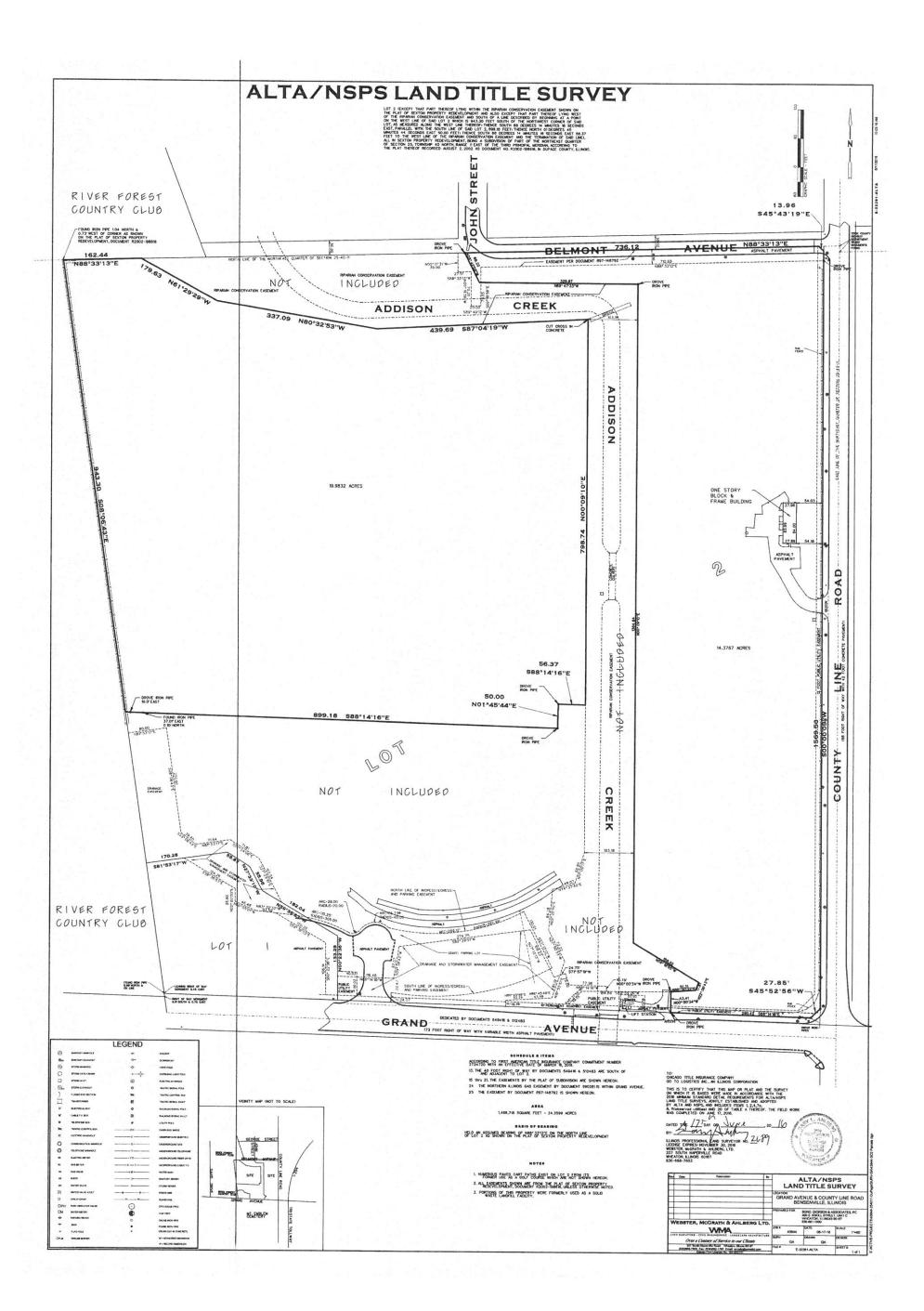
# **R-3**

 PROJECT #:
 18031

 DATE:
 08/09/2018

 SCALE:
 AS NOTED

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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

September 4, 2018

CALL TO ORDER:	The meeting was	called to order	by Chairm	an Rowe at 6:30p.m.
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ROLL CALL : Upon roll call the following Commissioners were present: Rowe, Ciula, Czarnecki, King, Wasowicz Absent: Czarnecki, Marcotte, Rodriguez A quorum was present.

STAFF PRESENT: K. Pozsgay, C. Williamsen

## JOURNAL OF

<b>PROCEEDINGS:</b>	The minutes of the Community Development Commission
	Meeting of August 7, 2018 were presented.

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

All were in favor. Motion carried.

#### PUBLIC COMMENT:

There was no Public Comment

Continued	
<b>Public Hearing:</b>	CDC Case Number 2018-12
Petitioner:	Lincolnwood Gas & Food, Inc.
Location:	1301 West Irving Park Road
Request:	Conditional Use Permit (Service Station)
Motion:	Commissioner Ciula made a motion to re-open CDC Case No. 2018-12. Commissioner Wasowicz seconded the motion.
ROLL CALL :	Upon roll call the following Commissioners were present: Rowe, Ciula, King, Wasowicz Absent: Czarnecki, Marcotte, Rodriguez A quorum was present.

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

	Village Planner, Kurtis Pozsgay, was present and sworn in by Chairman Rowe
Motion:	Commissioner King made a motion to continue CDC Case No. 2018-12 until October 2, 2018. Commissioner Wasowicz seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, King, Wasowicz
	Nays: None
	All were in favor. Motion carried.
Public Hearing: Petitioner: Location: Request:	CDC Case Number 2018-16 Ion Lucian Faltinski 401 South Barron Street Variance, Fence in Corner Side Yard, Municipal Code Section 10-14-11E-1
Motion:	Commissioner Wasowicz made a motion to open CDC Case No. 2018-16. Commissioner King seconded the motion.
ROLL CALL :	Upon roll call the following Commissioners were present: Rowe, Ciula, King, Wasowicz Absent: Czarnecki, Marcotte, Rodriguez A quorum was present.
	Chairman Rowe opened the Public Hearing at 6:33 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 August 16, 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 August 17, 2018. Mr. Pozsgay stated on August 17, 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 applying for a Variance for a fence in their corner side yard. Mr. Pozsgay state they were originally approved for a fence in their back yard between the garage and house. Mr. Pozsgay state they now want to be able to extend that fence toward W. Washington Street. Mr. Pozsgay state code dictates that they can't go past the building line.

Mrs. Faltinski was present and sworn in by Chairman Rowe. Mrs. Faltinski had no comment regarding the proposed variance.

Chairman Rowe asked if the petitioner was aware of Staff's recommendations regarding the setback and fence material. Mrs. Faltinski stated she was aware of the recommendations and had no objections.

## 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: There have been several homes in the corner lat (sic) in our street and our city all have fences for privacy.** 

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: We need this fence around our corner lot and home.** 

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:** We just bought this house new construction on June 2018 we work hard for this property.

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: none given**

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: We have our nice garden and new concrete and gazebo we need privacy because is in the comer we don't want to everybody look in our yard.

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 this fences we are not be able to to enjoy the additional space.

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:** We also like to reserve some right to improve and enhance our yard space while residing in Bensenville.

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 fences (sic) is granted, it will in no way interfere with the General Development Plan.**

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 begin to install the fences.**

## Commissioner Czarnecki entered the meeting at 6:41 p.m.

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. Fence must be built 5 feet from property line.
- 2. Fence must be no more than 5 feet of solid material, with the remaining made of lattice.
- 3. Applicant needs to apply for permit and pave their gravel parking pad.
- 4. Applicant needs to apply for gazebo permit.

There were no questions from the Commission.

Motion:Commissioner Wasowicz made a motion to close CDC Case No.<br/>2018-16. Commissioner Ciula seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Community Development Commission Meeting Minutes September 4, 2018 Page 6

	Chairman Rowe closed the Public Hearing at 6:42 p.m.
Motion:	Commissioner Wasowicz made a combined motion to approve the Findings of Fact for CDC Case No. 2018-16 as presented by Staff and to approve the Variance. Commissioner Ciula seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz
	Nays: None
	All were in favor. Motion carried.
Public Hearing: Petitioner: Location: Request:	CDC Case Number 2018-18 Grand County Line, LLC 1050 South County Line Road Preliminary and Final Planned Unit Development, Conditional Use Permit and Site Plan Review to construct a sports complex with code deviations to Parking Lot Construction and Landscaping requirements, Municipal Code Sections $10 - 11 - 8 - 2$ and $10 - 12 - 2$ .
Motion:	Commissioner Wasowicz made a motion to open CDC Case No. 2018-16. Commissioner King seconded the motion.
ROLL CALL :	Upon roll call the following Commissioners were present: Rowe, Ciula, Czarnecki, King, Wasowicz Absent: Marcotte, Rodriguez A quorum was present. Chairman Rowe opened the Public Hearing at 6:44 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 August 16, 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 August 17, 2018. Mr. Pozsgay stated on August 17, 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 applying for a Planned Unit Development (PUD), Conditional Use Permit and Site Plan Review to operate a Sports Complex at the vacant property north of the hotels at Grand Ave and County Line Rd. Mr. Pozsgay stated the plan calls for an enclosed 108,088 square foot sports dome and two turf fields totaling over 180,000 square feet. Mr. Pozsgay stated they also propose 344 parking spaces (132 9-foot stalls, 204 10-foot stalls, and 8 accessible). Mr. Pozsgay stated they are proposing to reduce the number landscape islands in the parking area and to not include standard curb and gutter.

Mr. Gary Mueller of Gary S. Mueller & Associates; Greg Rzedzian, owner of Grand County Line, LLC and Jeff Provenza of Darwin Realty were all present and sworn in by Chairman Rowe. Mr. Mueller stated they have reviewed Staff's report and have no issues with what is being recommended. Mr. Provenza stated there is a lease in place with Bo Jackson Sports to operate the proposed sports dome.

Commissioner King ask what sports would be taking place inside the dome. Mr. Provenza stated baseball, softball, soccer, football and lacrosse events would be the majority of the dome's operation.

Commissioner Wasowicz asked how comparable the proposed dome was to the one in Rosemont. Mr. Provenza stated they are similar and that the proposed sports dome would be the exact same thing that is currently in Lockport.

Commissioner Czarnecki asked if dirt sample have been taken. Mr. Provenza stated they have used dirt samples provided by the Village along with recent samples.

Commissioner Czarnecki asked that they are cognizant of animals during construction. Mr. Provenza stated they would be.

Commissioner Czarnecki asked if there were plans for an outdoor clubhouse/concession stand for the soccer fields. Mr. Provenza stated there have been talks but nothing finalized. Mr. Provenza stated it depends on the tenants they find to operate the outdoor fields. Community Development Commission Meeting Minutes September 4, 2018 Page 8

## Public Comment:

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

## Bill Perry – 814 George Street

Mr. Perry was present and sworn in by Chairman Rowe. Mr. Perry asked if there were any plans to have another entrance to the site other than what is proposed. Mr. Pozsgay stated there would not be additional entrances for vehicles, possible for pedestrians to enter over the creek via a bridge to utilize the proposed path.

## Joseph Pisano – 910 Brentwood Drive

Mr. Pisano was present and sworn in by Chairman Rowe. Mr. Pisano stated he reviewed the material and believes this is a great fit for the area. Mr. Pisano stated the area floods 2-3 times a year from the creek overflowing. Mr. Pisano also asked if overnight parking will be allowed on site.

Mr. Rzedzian stated there are no plans to allow overnight parking and shuttling to the airport.

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

1. **Superior Design:** The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations, and solely on this basis modifications to such regulations are warranted.

Applicant's Response: The PUD represents a more creative approach and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations. The PUD will enhance the character of the site and provide the flexibility for the proposed development.

2. **Meet PUD Requirements:** The PUD meets the requirements for planned unit developments set forth in this Title, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

Applicant's Response: The PUD meets the requirements for planned unit developments set forth in this Title.

3. **Consistent with Village Plan:** The PUD is generally consistent with the objectives of the Village general development plan as viewed in light of any changed conditions since its adoption.

Applicant's Response: The proposed development will be consistent with the Village's plan to convert the site from a vacant golf course to an amenity that will attract people within Bensenville as well as surrounding communities.

4. **Public Welfare:** The PUD will not be detrimental to the public health, safety or general welfare.

# Applicant's Response: The proposed PUD will not be detrimental to the public health, safety or general welfare.

5. **Compatible with Environs:** Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

Applicant's Response: The PUD will not be injurious to the use and enjoyment of other properties in its vicinity. The PUD compliments the hotel, restaurant and retail developments currently proposed to the South. The PUD will not impair property values or environmental quality in the neighborhood.

6. **Natural Features:** The design of the PUD is as consistent as practical with preservation of any natural features such as flood plains, wooded areas, natural drainage-ways or other areas of sensitive or valuable environmental character.

Applicant's Response: The design is as consistent as practical with preservation of any natural features. Addison Creek follows the North and East sides of the property. Native plantings are proposed around the perimeter of the development as well as in the bottom of the proposed detention basins to provide a naturalized concept and provide stormwater benefits. 7. **Circulation:** Streets, sidewalks, pedestrian-ways, bicycle paths and off-street parking and loading are provided as appropriate to planned land uses. They are adequate in location, size, capacity and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks and snow plows, as appropriate, without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD or unduly interfering with the safety or capacity of adjacent streets.

## Applicant's Response: Off-street parking and pedestrian sidewalks are provided for the improvements and will be adequate for the proposed land use.

8. Open Spaces and Landscaping: The quality and quantity of common open spaces or landscaping provided are consistent with the higher standards of design and amenity required of a PUD. The size, shape and location of a substantial portion of any common open space provided in residential areas render it usable for recreation purposes.

Applicant's Response: The proposed use is for sports and recreation and a landscape plan will be prepared for the remaining open spaces. The quantity of open space for the proposed PUD is significant.

- 9. **Covenants:** Adequate provision has been made in the form of deed restrictions, homeowners or condominium associations or the like for:
  - a. The presentation and regular maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas and other common elements not to be dedicated to the Village or to another public body.
  - b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future ownerships.

Applicant's Response: As applicable, appropriate provisions will be prepared which will cover maintenance of the common elements as well as control of the use and exterior design of individual structures. 10. Public Services: The land uses, intensities and phasing of the PUD are consistent with the anticipated ability of the Village, the school system and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools and other public facilities and services without placing undue burden on existing residents and businesses.

## Applicant's Response: It is anticipated that the land use is consistent with the anticipated ability of the Village as well as other public bodies, facilities and services. No undue burden on existing residents and businesses is anticipated.

11. **Phasing**: Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

## Applicant's Response: Currently the project is not split into construction phases. If the project is later split into phases, each phase will be able to exist independently.

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. Developed in accordance with the plans prepared by SpaceCo dated 06.22.2018 last.
- 2. Site Plan to be revised to include parking lot curb and gutter according to code.
- 3. A full landscaping plan to be submitted and approved by staff to include increased parking lot landscaping and additional perimeter landscaping.
- 4. Phasing / Timing. Final plans must be submitted within 12 months of preliminary approval. A development schedule should be submitted to staff at that time.
- 5. A parking lot and outdoor sport fields lighting plan should be submitted for review, to include no bleeding of light onto neighboring properties.
- 6. Sidewalks will be installed connecting to the sites to the south and east.
- 7. A path connecting the owner's property to the east should include bike considerations that tie into the County Line Road bike path. Bike parking shall be included on site.

Chairman Rowe asked if liquor will be allowed on premise. Mr. Provenza stated there are no liquor plans for inside the dome. Chairman Rowe suggested adding a condition to ban alcohol from the site.

Chairman Rowe suggested adding a condition for no overnight parking and that the parking lot must be secured during off hours.

Mr. Pozsgay asked for direction regarding condition #2. Consensus from the Commission was to amend the condition to have the petitioners work with Engineering on site plan parking lot curb and gutter requirements.

Mr. Pozsgay reviewed the revised conditions for approval:

- 1. Developed in accordance with the plans prepared by SpaceCo dated 06.22.2018 last.
- 2. Work with Engineering on site plan parking lot curb and gutter requirements.
- 3. A full landscaping plan to be submitted and approved by staff to include increased parking lot landscaping and additional perimeter landscaping.
- 4. Phasing / Timing. Final plans must be submitted within 12 months of preliminary approval. A development schedule should be submitted to staff at that time.
- 5. A parking lot and outdoor sport fields lighting plan should be submitted for review, to include no bleeding of light onto neighboring properties.
- 6. Sidewalks will be installed connecting to the sites to the south and east.
- A path connecting the owner's property to the east should include bike considerations that tie into the County Line Road bike path. Bike parking shall be included on site.
- 8. No overnight parking. Parking lot must be secured during off hours.
- 9. No alcohol.
- Motion:Commissioner Wasowicz made a motion to close CDC Case No.<br/>2018-18. Commissioner Ciula seconded the motion.
- ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Community Development Commission Meeting Minutes September 4, 2018 Page 13

Chairman Rowe closed the Public Hearing at 7:23 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2018-18 as presented by Staff and to approve the request. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, 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.

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

All were in favor. Motion carried.

The meeting was adjourned at 7:30 p.m.

## ORDINANCE # _____

## AN ORDINANCE GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT, CONDITIONAL USE PERMIT AND SITE PLAN TO DEVELOP A SPORTS COMPLEX FOR THE PROPERTY COMMONLY IDENTIFIED AS 1050 SOUTH COUNTY LINE ROAD, BENSENVILLE, ILLINOIS

WHEREAS, Grand County LLC ("Owner") and ("Applicant"), filed an application (CDC Case #2018 - 18) for a Planned Unit Development, Conditional Use Permit and Site Plan to construct a sports complex with code deviations to Parking Lot Construction and Landscaping requirements, Municipal Code Sections 10 - 11 - 8 - 2 and 10 - 12 - 2 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 1050 S. County Line Road, 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 August 16, 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 September 4, 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 Planned Unit Development, Conditional Use Permit, and Site Plan, thereafter, voted unanimously (5-0) 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 September 18, 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 Planned Unit Development, Conditional Use Permit and Site Plan 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:

**<u>SECTION ONE</u>**: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

**<u>SECTION TWO</u>**: That the Subject Property is currently zoned under the Zoning Ordinance as RS-1 Low Density Single-Family Residential District, which zoning classification shall remain in effect subject to the Planned Unit Development granted herein.

**SECTION THREE**: That the Staff Report and Recommendation to approve the Planned Unit Development, Conditional Use Permit and Site Plan sought, as allowed by the Zoning Ordinance, Sections 10 - 5 - 3, 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 Planned Unit Development, Conditional Use Permit and Site Plan are proper and necessary.

**SECTION FOUR:** That the Planned Unit Development, Conditional Use Permit and Site Plan to construct a Sports Complex sought by the Applicant of the Subject Property is hereby granted subject to the following conditions:

- Developed in accordance with the plans prepared by SpaceCo dated 06.22.2018.
- 2. Work with staff Engineering on final site plan parking lot curb and gutter requirements.
- 3. A full landscaping plan to be submitted and approved by staff to include increased parking lot landscaping and additional perimeter landscaping.
- Phasing / Timing. Final plans must be submitted within 12 months of preliminary approval. A development schedule should be submitted to staff at that time.

- 5. A parking lot and outdoor sport fields lighting plan should be submitted for review, to include no bleeding of light onto neighboring properties.
- 6. Sidewalks will be installed connecting to the sites to the south and east.
- 7. A path connecting the property to the east should include bike considerations that tie into the County Line Road bike path. Bike parking shall be included on site.
- 8. No overnight parking. Parking lot must be secured during off hours.
- 9. No alcohol allowed on Sports Complex only.

**SECTION FIVE:** That all requirements of the Zoning Ordinance shall be applicable except as amended by the Planned Unit Development and 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 is as follows:

LOT 2 (EXCEPT THAT PART THEREOF LYING WITHIN THE RIPARIAN CONSERVATION EASEMENT SHOWN ON THE PLAT OF SEXTON PROPERTY REDEVELOPMENT AND ALSO EXCEPT THAT PART THEREOF LYING WEST OF THE RIPARIAN CONSERVATION EASEMENT AND SOUTH OF A LINE DESCRIBED BY BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 WHICH IS 943.30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, 899.18 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 44 SECONDS EAST 50.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST 56.37 FEET TO THE WEST LINE OF THE RIPARIAN CONSERVATION EASEMENT AND THE TERMINATION OF SAID LINE), ALL IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART or THE NORTH EAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002 AS DOCUMENT NUMBER R 2002-198616, IN DUPAGE COUNTY, ILLINOIS.

Commonly referred to as 1050 S. County Line Road.

Ordinance #	2018
Exhibit "B"	
<b>Findings of Fact</b>	
	Mr. Pozsgay asked for direction regarding condition #2. Consensus fro
	the Commission was to amend the condition to have the petitioners we
	with Engineering on site plan parking lot curb and gutter requirements
	Mr. Pozsgay reviewed the revised conditions for approval:
	1. Developed in accordance with the plans prepared by SpaceCo dated
	06.22.2018 last.
	2. Work with Engineering on site plan parking lot curb and gutter
	requirements.
	3. A full landscaping plan to be submitted and approved by staff to inclue
	increased parking lot landscaping and additional perimeter landscaping
	4. Phasing / Timing. Final plans must be submitted within 12 months of
	preliminary approval. A development schedule should be submitted to
	staff at that time.
	5. A parking lot and outdoor sport fields lighting plan should be submitted
	for review, to include no bleeding of light onto neighboring properties
	6. Sidewalks will be installed connecting to the sites to the south and east
	7. A path connecting the owner's property to the east should include bike
	considerations that tie into the County Line Road bike path. Bike park
	shall be included on site.
	8. No overnight parking. Parking lot must be secured during off hours.
	9. No alcohol.
Motion:	Commissioner Wasowicz made a motion to close CDC Case No.
	2018-18. Commissioner Ciula seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz
	Nays: None
	All were in favor. Motion carried.
	Chairman Rowe closed the Public Hearing at 7:23 p.m.
Motion:	Commissioner King made a combined motion to approve the Findings Fact for CDC Case No. 2018-18 as presented by Staff and to approve request. Commissioner Ciula seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz
	Nays: None

All were in favor. Motion carried.

_____

Ronald Rowe, Chairman Community Development Commission TYPE: Ordinance

#### SUBMITTED BY: K. Pozsgay

DEPARTMENT: CED

DATE: 09.18.18

#### **DESCRIPTION:**

Consideration of an Ordinance Approving a Variance (fence, corner side yard) for Ion Lucian Faltinski, Located at 401 S. Barron Street, Bensenville

#### 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

### COMMITTEE ACTION:

DATE:

Committee of the Whole

## 09.18.18

### **BACKGROUND:**

- 1. The Petitioner is applying for a Variance for a fence in their corner side yard.
- 2. They were originally approved for a fence in their back yard between the garage and house.
- 3. They now want to be able to extend that fence toward W. Washington Street.
- 4. Code dictates that they can't go past the building line.

#### **KEY ISSUES:**

- 1. Fences in corner side yards are a common Variance request.
- 2. Staff generally recommends a 5 yard setback from property line. Applicant proposed no setback.
- 3. Applicant developed a gazebo without proper permits.
- 4. Applicant also put in a gravel parking pad against Code.

## ALTERNATIVES:

Discretion of the Committee.

### **RECOMMENDATION:**

- 1. The staff respectfully recommends that the Variance be approved.
- 2. At the Public Hearing on September 4, 2018, the Community Development Commission voted unanimously (5-0) 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 (fence, corner side yard) for Ion Lucian Faltinski, located at 401 S. Barron St.

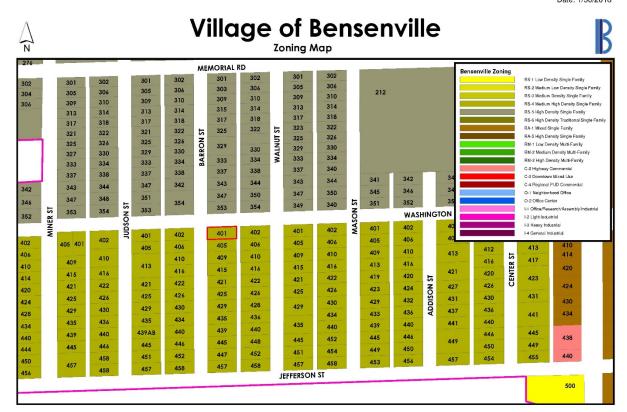
#### **ATTACHMENTS:**

<b>Description</b>	<u>Upload Date</u>	<u>Туре</u>
Aerial & Zoning Maps	8/29/2018	Backup Material
Legal Notice	8/29/2018	Backup Material
Application	8/29/2018	Backup Material

Staff Report	8/29/2018	Executive Summary
Plat of Survey	8/29/2018	Backup Material
Plans	8/29/2018	Backup Material
Draft Ordinance	9/11/2018	Ordinance

401 S Barron Street Ion Lucian Faltinski Variance; Fence in corner side yard





#### LEGAL NOTICE/PUBLIC NOTICE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, September 4, 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 – 16 to consider a request for:

Variance, fence in corner side yard, Municipal Code Section 10 - 14 - 11E - 1.

401 South Barron Street is in a RS – 4 Medium High 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 161 IN VOLK BROTHER'S EDGEWOOD, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213084, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 401 South Barron Street, Bensenville, Illinois.

Ion Lucian Faltinski of 401 South Barron 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 September 4, 2018 until 5:00 P.M.

Office of the Village Clerk Village of Bensenville

#### TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT August 16, 2018

Date of Submission 07-25-18 MUNIS Accord	Office Use Only unt #: 8418 CDC Case #: 2018 - 16
COMMUNITY DEVELOPME	
1.01 2 7	NT COMMISSION APPLICATION
Address: 401 5 Barron St.	
Property Index Number(s) (PIN):	
A. PROPERTY OWNER: 10N LUCIAN Faltin	nsKi
401 & Barron St.	Corporation (if applicable)
Bensenvile	12. 60106.
City	State Zip Code
Contact Person <u>ION</u> <u>Lucian</u> FaltingKa If Owner is a Land Trust, list the names and addresses of the	Telephone Number & Email Address (773) 53. 8022.
Property Owner Signature:	Date:Date:D
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:
<ul> <li>C. ACTION REQUESTED (Check applicable):</li> <li>Annexation</li> <li>Conditional Use Permit</li> <li>Master Sign Plan</li> <li>Planned Unit Development**</li> <li>Plat of Subdivision</li> <li>Rezoning (Map Amendment)</li> <li>Site Plan Review</li> <li>Variance</li> <li>*Item located within this application packet.</li> <li>**See staff for additional information on PUD requests</li> </ul>	<ul> <li>SUBMITTAL REQUIREMENTS (1 original &amp; 1 copy of each):</li> <li>Affidavit of Ownership* (signed/notarized)</li> <li>Application*</li> <li>Approval Criteria</li> <li>Legal Description of Property</li> <li>Plat of Survey</li> <li>Site Plan</li> <li>Building Plans &amp; Elevations</li> <li>Engineering Plans</li> <li>Landscape Plan</li> <li>Review Fee (Application Fee + Escrow)</li> <li>Escrow agreement and deposit*</li> <li>Digital Submission of all application materials (CD)</li> </ul>

.

	Brief Description of Request(s): (submit separate sheet if necessary)		
_	fence corner side yard		
	J		
D. 1.	PROJECT DATA: General description of the site: <u>residential</u>		
2.	Acreage of the site: 8 700 SF Building Size (if applicable): 1500 SF		
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:	RS-4	residential	Bensenville
North:	RS-5		1
South:	RS-4		
East:	1		N
West:	$\checkmark$	J	V

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT Name:	ENGINEER: Name:	
Telephone:	Telephone:	·
Email:	Email:	
ATTORNEY	OTHER	
Name:	Name:	
Telephone:	Telephone:	
Email:	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."



STAFF REPORT	
<b>HEARING DATE:</b>	September 4, 2018
CASE #:	2018 - 16
<b>PROPERTY:</b>	401 S. Barron St.
<b>PROPERTY OWNER:</b>	Ion Lucian Faltinski
APPLICANT	same
SITE SIZE:	8,700 SF
<b>BUILDING SIZE:</b>	1,450 SF
<b>PIN NUMBERS:</b>	03-23-209-001
ZONING:	RS – 4 Medium High Density Single Family District
<b>REQUEST:</b>	Variance, fence in corner side yard,
	Municipal Code Section $10 - 14 - 11E - 1$ .

#### **PUBLIC NOTICE:**

- 1. A Legal Notice was published in the Bensenville Independent on Thursday August 16, 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 August 17, 2018.
- 3. On Friday August 17, 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 applying for a Variance for a fence in their corner side yard. They were originally approved for a fence in their back yard between the garage and house. They now want to be able to extend that fence toward W. Washington Street. Code dictates that they can't go past the building line.

	Zoning Land Use		Comprehensive Plan	Jurisdiction
Site RS -	RS-4	Residential	Single Family Residential	Village of Bensenville
North	RS - 5	Residential	Single Family Residential	Village of Bensenville
South R	RS-4	Residential	Single Family Residential	Village of Bensenville
West	RS - 4	Residential	Single Family Residential	Village of Bensenville
East	RS-4	Residential	Single Family Residential	Village of Bensenville

#### SURROUNDING LAND USES:

### **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

<u>Finance</u>: Account up to date.

Police: No police issues.

Engineering and Public Works: No comments.

<u>Community & Economic Development</u>: Economic Development: No comments.

Fire Safety: No fire safety issues.

Building:

- 1) Fence should be held back from the alley so vehicles pulling out of the garage can see any traffic coming from the north end of the alley. (vision triangle)
- 2) If they are looking for privacy, why is there no proposed fence on the south side of garage?
- 3) They installed a gravel parking area without a permit.
- 4) Per their attached letter, it appears they also installed a gazebo without a permit.
- 5) Certificate of Occupancy is ready for pick up at Village Hall.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Single Family Residential" for this property.
- 2) A fence was originally approved in an appropriate location between the house and garage. The applicant then wished to extend the fence 10 feet toward Washington.
- 3) Even if we approve the fence extension, it is typical to require a 5 foot setback along Village right-of-way.
- 4) There are several examples of fences in corner side yards along Washington Ave. None go right up to the property line as proposed.

(see examples below)

South West Washington and Barron (across the street)



South East Washington and Mason



5) Staff would prefer that no fence is solid over 5' high; lattice for the remainder.

### **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:** There have been several homes in the corner lat (sic) in our street and our city all have fences for privacy.

**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: We need this fence around our corner lot and home.**

**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:** We just bought this house new construction on June 2018 we work hard for this property.

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: none given**

**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:** We have our nice garden and new concrete and gazebo we need privacy because is in the comer we don't want to everybody look in our yard.

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 this fences we are not be able to to enjoy the additional space.

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:** We also like to reserve some right to improve and enhance our yard space while residing in Bensenville.

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 fences (sic) is granted, it will in no way interfere with the General Development Plan.

**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 begin to install the fences.

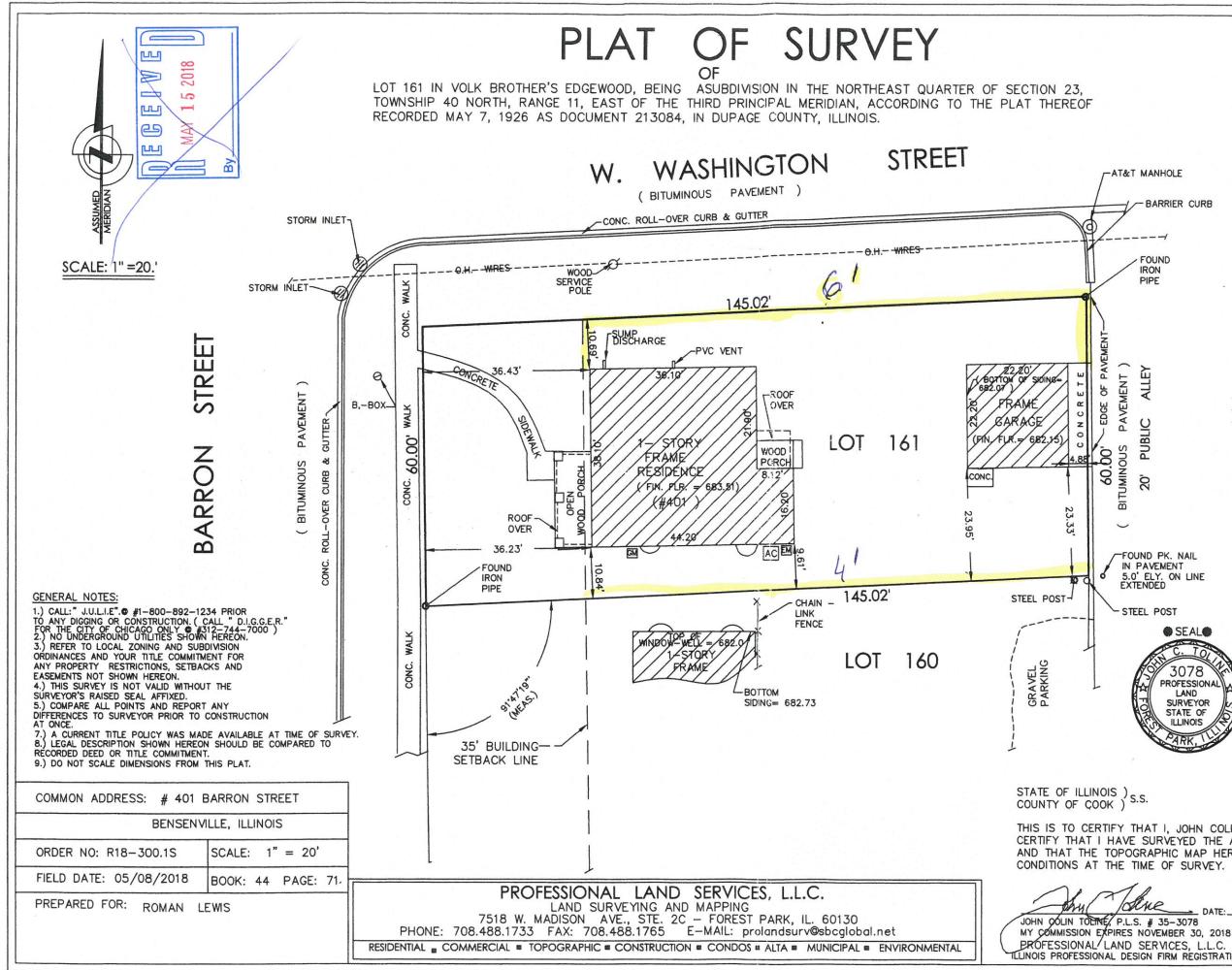
	Meets (	Criteria
Variances Approval Criteria	Yes	No
1. Special Circumstances	Х	
2. Hardship	Х	
3. Circumstances relate to the Property	Х	
4. Not Resulting from Applicant Actions	Х	
5. Preserve Rights Conferred By District	Х	
6. Necessary for the Use of the Property	Х	
7. Not Alter Local Character	X	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

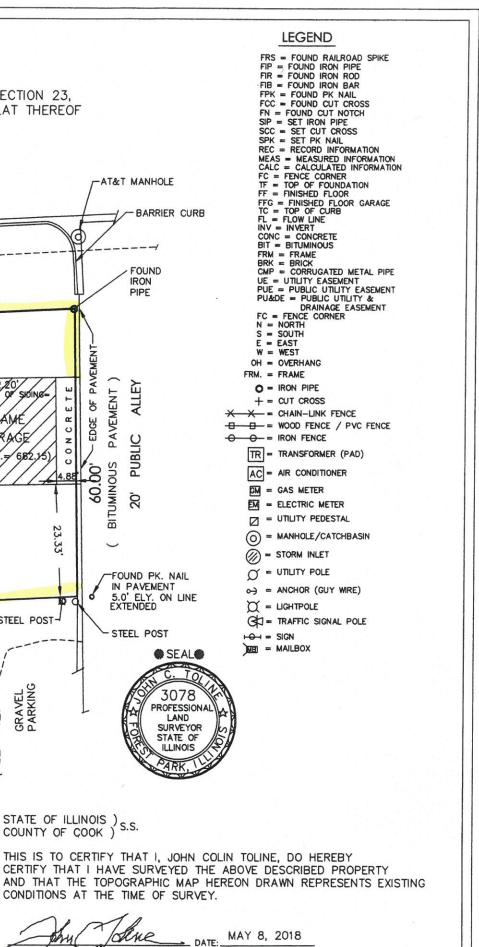
### **RECOMMENDATIONS:**

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variance for Ion Lucian Faltinski with the following conditions:

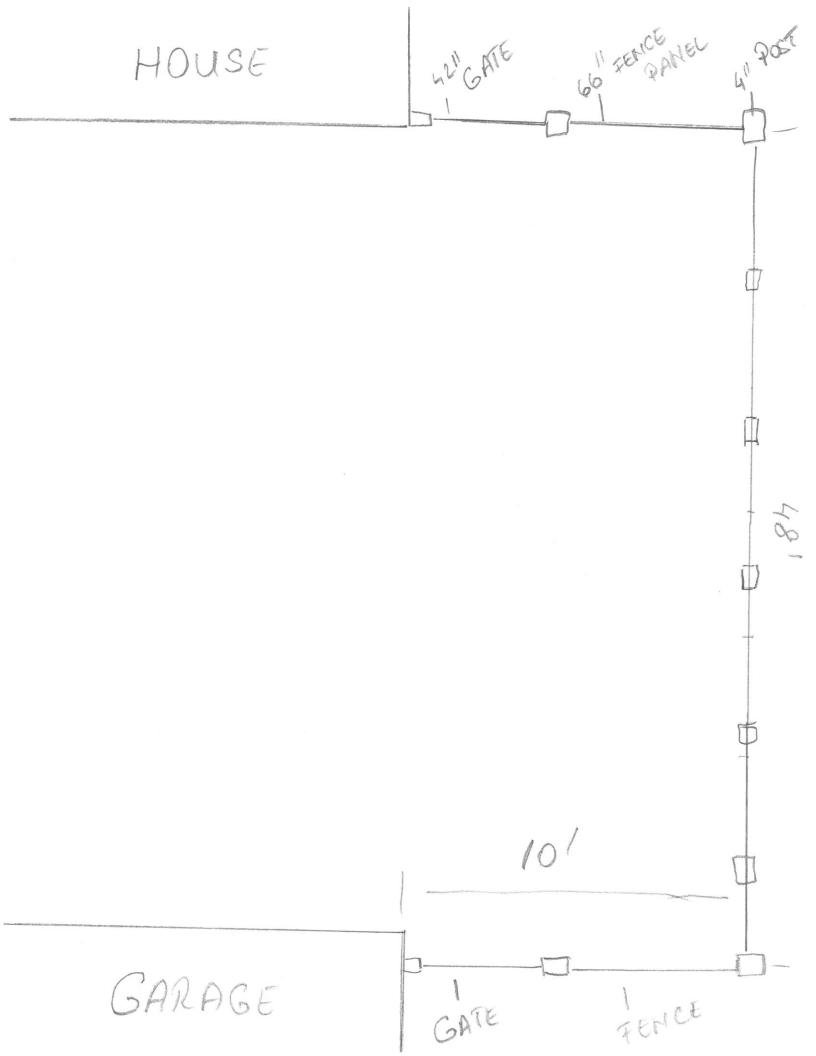
- 1. Fence must be built 5 feet from property line.
- 2. Fence must be no more than 5 feet of solid material, with the remaining made of lattice.
- 3. Applicant needs to apply for permit and pave their gravel parking pad.
- 4. Applicant needs to apply for gazebo permit.

Respectfully Submitted, Department of Community & Economic Development





TLLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 184-004648



#### **ORDINANCE** # _____

#### AN ORDINANCE APPROVING A VARIANCE TO ALLOW A FENCE IN CORNER SIDE YARD FOR THE PROPERTY LOCATED AT 401 SOUTH BARRON STREET, BENSENVILLE, ILLINOIS

**WHEREAS**, Ion Lucian Faltinski ("Owner") and ("Applicant"), filed an application for Variance, Fence corner side yard, Municipal Code Section 10 - 14 - 11E - 1 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 401 South Barron 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 August 16, 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 September 4, 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 (5-0) 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 September 18, 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 a fence in the corner side yard 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.

**<u>SECTION TWO</u>**: That the Subject Property is currently zoned under the Zoning Ordinance as RS – 4 Medium High 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 a fence in the corner side yard on the Subject Property is hereby approved subject to the following condition:

- 1. Fence must be built 5 feet from property line.
- 2. Fence must be no more than 5 feet of solid material, with the remaining made of lattice.
- 3. Applicant needs to apply for permit and pave their gravel parking pad.
- 4. Applicant needs to apply for gazebo permit.

**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 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:** There have been several homes in the corner lat (sic) in our street and our city all have fences for privacy.

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: We need this fence around our corner lot and home.

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:** We just bought this house new construction on June 2018 we work hard for this property.

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: none given**

**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: We have our nice garden and new concrete and gazebo we need privacy because is in the comer we don't want to everybody look in our yard.

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 this fences we are not be able to to enjoy the additional space.

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:** We also like to reserve some right to improve and enhance our yard space while residing in Bensenville.

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 fences (sic) is granted, it will in no way interfere with the General Development Plan.**

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 begin to install the fences.

Commissioner Czarnecki entered the meeting at 6:41 p.m.

	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:
	<ol> <li>Fence must be built 5 feet from property line.</li> <li>Fence must be no more than 5 feet of solid material, with the remaining made of lattice.</li> </ol>
	<ol> <li>Applicant needs to apply for permit and pave their gravel parking pad.</li> <li>Applicant needs to apply for gazebo permit.</li> </ol>
	There were no questions from the Commission.
Motion:	Commissioner Wasowicz made a motion to close CDC Case No. 2018-16. Commissioner Ciula seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz
	Nays: None
	All were in favor. Motion carried.
	Chairman Rowe closed the Public Hearing at 6:42 p.m.
Motion:	Commissioner Wasowicz made a combined motion to approve the Findings of Fact for CDC Case No. 2018-16 as presented by Staff and to approve the Variance. Commissioner Ciula seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz
	Nays: None
	All were in favor. Motion carried.

Ronald Rowe, Chairman Community Development Commission **TYPE:** Informational

#### SUBMITTED BY: Amit Thakkar

DEPARTMENT: Finance DATE: September 18, 2018

#### **DESCRIPTION:**

Informational Item - Private Placement of the Loan/Bank Qualified Debt

#### <u>SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:</u> <u>SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:</u>

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

#### **COMMITTEE ACTION:**

Not Applicable

**DATE:** Not applicable

### BACKGROUND:

The Village of Bensenville has a \$428,400 balance as a G.O. Bond debt on which we can levy the property tax. The debt service levy collected as a part of the property tax provides the amount for the debt service of the above debt. We do not want to increase the burden of the debt service levy on the residents and businesses but our goal is always to minimize/stabilize the burden.

The downtown improvement project, had a projected cost of \$2.2 million. Originally, this full project cost was to be funded with a Bond issuance of \$2.2 million. However, the Village has been been awarded a grant of \$1.0 million towards the project and therefore; reducing the Village contribution to \$1.2 million.

When the Village issues a new bond, the issuance cost is typically fixed for the respective of the amount of issuance (except for underwriting). We are recommending the issuance of a private placement of the taxable loan on which the property tax will be levied and we will try to limit the annual debt service up to \$428,400 (current levy) or less while benefiting from the low issuance cost. Per the Village's Bond consultant (Speer), the rate expected is to be approximately 3.5+/-.

## **KEY ISSUES:**

a) Currently debt service levy on Bond 2014C is \$428,400.

b) The downtown improvement project's projected total cost of 2.2 Mil, will be reduced to 1.0 Mil from a grant award applied to the project funding. The new revised cost of \$1.2 will be issued as bank qualified (non rated) against the full faith and credit of the tax levy.

c) The issuance cost will be lower than the issuance of a traditional bond.

## ALTERNATIVES:

Discretion of the Village Committee of the Whole.

## **RECOMMENDATION:**

Staff is recommending to give the direction to move forward with the bank qualified loan term sheet.

### **BUDGET IMPACT:**

The debt service levy of \$428,400 (current) will continue on the property tax bill.

### **ACTION REQUIRED:**

Staff requests permission of the Board to proceed with the bank qualified loan term sheet. No final action is

being requested on debt issuance.

**TYPE:** Resolution

#### SUBMITTED BY: Amit Thakkar

DEPARTMENT: Finance DATE: September 18, 2018

### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Opening of a Bank/Investment Account with Wintrust Community Bank

## SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

CONTONIO INELI DELOMINO ALL'ENDADEL VIELAGE COALC.			
× 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:**

COW

September 18, 2018

DATE:

## BACKGROUND:

Wintrust Community Bank is a special banking trust with 15 different charters. Normally, with any bank, a balance up to \$250,000 is secured with FDIC insurance and any amount above \$250,000 is subject to risk and has to collateralize. But because of the 15 different charter makeup of Wintrust , they can provide FDIC coverage up to (\$250,000 x 15) \$3,750,000. They are also providing an account whereby we can make 2.08% interest rate (APY2.10%) while keeping the fund liquid. We are requesting to start a secured account where funds are secured per the investment policy, earning interest and also keeping the funds liquid.

### **KEY ISSUES:**

a) Typically the FDIC covers up to \$250,000 of deposits.

b) Above \$250,000, the amount has to be collateralize.

c) Wintrust can insure up to \$3,750,000 due to having 15 different charters.

d) Wintrust can also provide an interest of 2.08% API while keeping the funds liquid.

## ALTERNATIVES:

At the discretion of the Village Committee of Whole.

## **RECOMMENDATION:**

Staff recommends the approval of the Resolution authorizing the opening of the bank account.

## **BUDGET IMPACT:**

The Village will earn 2.08% on the liquid funds maintained with Wintrust.

## **ACTION REQUIRED:**

Approval of the Resolution authorizing opening an account at Wintrust.

ATTACHMENTS:	
Decemintion	

Description	
Resolution	
Information Sheet	

Upload Date 9/12/2018 9/12/2018 <u>Type</u> Cover Memo Cover Memo Resolution No. R-_____

## A RESOLUTION DESIGNATING WINTRUST BANK AS THE DEPOSITORY FOR THE VILLAGE OF BENSENVILLE

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter referred to as the "VILLAGE") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the VILLAGE, pursuant to its authority under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to contract for services and to designate banks and savings and loans in which the funds and monies in its custody may be deposited; and

WHEREAS, the VILLAGE has determined that Wintrust Bank is best suited to serve the needs of the VILLAGE.

NOW, THERFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Wintrust Bank is hereby designated as the depository for such deposits and funds of the VILLAGE and is hereby the banking institution of the VILLAGE.

SECTION 3: The Village Manager, Village Treasurer, Village Finance Director and the staff are hereby authorized to take such action as may be necessary to carry out the terms of this Resolution. SECTION 4: The Village Manager, Village Treasurer and Village Finance Director are authorized, by and on behalf of the VILLAGE, to open such accounts as they deem necessary or appropriate at said bank, to endorse any checks, drafts, notes, and money orders payable to, or otherwise being the property of, the VILLAGE and to deposit them in such bank accounts, and to draw and sign checks on the funds so deposited in such accounts in the name of the VILLAGE, in accordance with the policies of the VILLAGE.

SECTION 5: The VILLAGE Clerk is hereby directed to transmit a certified copy of this Resolution to Wintrust Bank in Bensenville at the address provided by them in the proposal referenced herein. SECTION 6: 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 ______ day of September, 2018.

Approved:

Frank DeSimone, President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

## WINTRUST COMMUNITY BANKS

#### wintrust.com/findus



# MAXSAFE®

Wintrust Community Banks are all deemed well-capitalized by the Federal Deposit Insurance Corporation. Office of the Comptroller of the Currency, and other government regulatory bodies. Wintrust's MaxSafe deposits maximize FDIC insurance up to \$3.75 million per titled account.

#### MAXSAFE OVERVIEW

With fifteen separate community banks in Illinois, Wisconsin and Indiana, we are able to combine FDIC insurance protection to offer fifteen times the usual amount of coverage. Via a custody account from our affiliate, The Chicago Trust Company, N.A., opened by a MaxSafe professional, we deposit funds on your behalf across those fifteen banks. You will receive a single consolidated statement, and one document at the end of the year for tax reporting purposes, but have the FDIC insurance coverage equal to having your money on deposit at 15 individually chartered banks.



#### BENEFITS

#### MAXIMUM FDIC INSURANCE.

From a single MaxSafe account, you can obtain up to \$3.75 million in FDIC protection per titled account on a certificate of deposit (CD) or money market account (MMA).

#### YOUR BANK.

Work with one financial institution to insure your deposits from \$250,000 to \$3,750,000 per titled account.

#### A SINGLE STATEMENT.

Receive one regular statement detailing your deposit.

#### ONE TAX REPORTING DOCUMENT.

At the end of the year you will receive one tax document from MaxSafe via The Chicago Trust Company, N.A. No need for multiple 1099s from a slew of different banks or financial institutions.

#### A COMPETITIVE RATE.

MaxSafe offers competitive rates on both CDs and our MaxSafe Money Market Account, so you don't have to find rates at different institutions.

#### CHOICE OF MATURITIES AND ULTIMATELY LIQUIDITY.

You can choose from a multitude of maturities and liquidity options: the MaxSafe Money Market Account for a more liquid FDIC insured deposit or CDs ranging from three months to four years (48 months). TYPE: SUBMITTED BY: DATE: DEPARTMENT: September 18, 2018 Ordinance C. Williamsen Village Clerk's Office **DESCRIPTION:** Consideration of an Ordinance Amending the Bensenville Village Code Title 3 - Chapter 3 - Liguor Regulations - Creation of a Class K-1 License SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS: Enrich the lives of Residents Financially Sound Village Quality Customer Oriented Services Major Business/Corporate Center Х Х Safe and Beautiful Village Vibrant Major Corridors ----------

**COMMITTEE ACTION:** 

DATE: September 18, 2018

### **BACKGROUND:**

The Village of Bensenville recently annexed White Pines Golf Course into the Village's corporate limits. During that process, the Village Board amended the Village Code for the creation of a Class K liquor license for the golf course. Since then, Village Staff have been informed that the golf dome is operated by a separate company. Kemper Sports is the operator of the golf dome and currently holds their own liquor license within the County of DuPage.

#### **KEY ISSUES:**

The proposed Class K-1 License will authorize the sale of liquor, beer and wine inside the Golf Dome located on the golf course premise. Consumption of liquor, beer and wine will only be allowed inside the dome. The golf dome will be allowed to serve liquor, beer and wine from 6:00am - 2:00am Monday - Saturday and from 9:00am - 2:00am on Sundays. These hours are standard with the other licenses issued in Bensenville.

### ALTERNATIVES:

Discretion of the Village Committee of the Whole.

### **RECOMMENDATION:**

Village Staff is recommending approval of the proposed Village Ordinance amending the Bensenville Village Code Title 3 - Chapter 3 - Liquor Regulations - Creation of a Class K-1 License.

### **BUDGET IMPACT:**

An additional \$2,500 of net revenue to the Village.

### **ACTION REQUIRED:**

Approval of the proposed Village Ordinance amending the Bensenville Village Code Title 3 - Chapter 3 - Liquor Regulations - Creation of a Class K-1 License.

#### ATTACHMENTS:

Description Class K-1 LL Amendment <u>Upload Date</u> 9/12/2018

<u>Type</u> Cover Memo Ordinance _____

#### AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE TITLE 3 – CHAPTER 3 – LIQUOR REGULATIONS

**BE IT AND IT IS HEREBY ORDAINED** by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

**SECTION ONE**: That Section 3-3-5 of the Bensenville Village Code, entitled "License classifications; fee; number" is hereby amended by the creation of a class K-1 license; the following language shall be inserted in lieu thereof:

"M. Class K-1:

- 1. Class K-1 licenses shall authorize the retail sale on the premises specified of alcoholic liquor to the public for consumption generally as distinguished from members of any particular organization which may have a license to sell alcoholic liquor.
- 2. The annual license fee for such Class K-1 licenses shall be two thousand five hundred dollars (\$2,500.00).
- 3. There shall be no more than one (1) Class K-1 licenses issued and outstanding at any one time."

#### "3-3-13 CLOSING HOURS:

No person licensed under this chapter may sell at retail, give away or consume alcoholic liquor between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M. on Monday through Saturday. Persons holding Class E-1, E-2, H, J, K and K-1 licenses under this chapter shall not sell at retail, give away, or allow consumption of alcoholic liquor on the licensed premises between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M. on Sunday. All other persons licensed under this chapter shall not sell at retail, give away, or allow consumption of alcoholic liquor on the licensed premises between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M. on Sunday. All other persons licensed under this chapter shall not sell at retail, give away, or allow consumption of alcoholic liquor on the licensed premises between the hours of two o'clock (2:00) A.M. and twelve o'clock (12:00) noon on Sunday. A person licensed to sell at retail any alcoholic liquor may do so on the day of any national, State, County or Municipal election, including primary elections during the hours the polls are open and such other times as provided by this chapter.

Every person licensed under this chapter to sell alcoholic liquor at retail shall cause all lights of all outside advertising display or illuminating signs to be turned off at the closing hour established under this section."

**<u>SECTION TWO</u>**: All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

**<u>SECTION THREE</u>**: 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 at the Village of Bensenville, this 25th day September, 2018.

APPROVED:

ATTEST:

Frank DeSimone, Village President

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: September 18, 2018

#### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of Amendment No. 4 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Not to Exceed Amount of \$100,000 for a Revised Contract Total of \$548,000

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Х

_____

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

#### **COMMITTEE ACTION:**

COW

September 18, 2018

DATE:

### BACKGROUND:

The Elgin-O'Hare Western Access (EOWA) Project will be a game changer for the Village of Bensenville. The EOWA will include the eastern leg of the mainline tollway as well as both the northern and southern ring roads.

The Tollway is actively designing the multiple parts (contracts) that make up the whole of the Project. Each contract requires at least three reviews from the Village (30%, 60%, 95%). The Tollway is hiring their own engineering firms to perform this task on behalf of the Tollway. The Village must take these reviews seriously in order to protect our interests in the project. From infrastructure to aesthetics, it is important that the Village participate in every aspect of the project.

The Villages of Roselle, Itasca, and Wood Dale have secured the services of HR Green to assist in their review, coordination, and outreach for the Project. HR Green has the personnel on staff that were intimately involved in the Phase I design when it was under the control of IDOT. They have strategic connections within the Tollway project team that can be beneficial to Villages and their individual and collective interests. Staff feels that HR Green can utilize their technical expertise, experience, leverage, and connections to provide a benefit to the Village of Bensenville as well.

## **KEY ISSUES:**

From October 2018 to December 2019, the Village anticipates at least 17 plan/IGA reviews for the EOWA. The complexity of the reviews is great as it will be vital to take drainage, utilities and aesthetics into account. With this magnitude of involvement, the Village seeks the assistance of consulting engineering firms.

In October 2013, the Village approved an Engineering Services Agreement with HR Green to perform the first few reviews. The contract total was \$23,000. In January 2014, the Village approved Amendment No. 1 to the contract in the amount of \$125,000. Amendment No 2 to the contract in amount of \$150,000 was approved on October 27, 2015 which was to last until end of December 2016. Amendment No 3 to the contract in amount of \$150,000 was approved on January 14, 2017 which was to last until end of December 2017. Due to the Tollway's constantly changing schedule for various reason, the Amendment No. 3 has lasted until now and is anticipated to expire by the end of September 2018. HR Green has performed well on these first reviews and staff would like to extend the contract through the end of 2019. The Village budgeted \$100,000 for EOWA Plan Review Assistance in 2018.

The HR Green proposal includes a not-to-exceed sum of \$99,978; however, due to budgetary reason the staff recommends to approve a contract in not-to-exceed amount of \$100,000. Payments will be made for actual time spent on the reviews and in meetings. Staff will closely monitor time spent on the project to keep the budget on track and in line.

## ALTERNATIVES:

Discretion of the Committee of the Whole.

#### **RECOMMENDATION:**

Staff recommends approval of Amendment No. 4 with HR Green for plan reviews Services associated with EOWA project.

#### **BUDGET IMPACT:**

\$100,000 in additional expenditures for a total contract of \$548,000. Funds are available in the CY2018 CIP - Design Account in the amount of \$100,000

### **ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of Amendment No. 4 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Not to Exceed Amount of \$100,000 for a Revised Contract Total of \$548,000

#### ATTACHMENTS:

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
Resolution	9/10/2018	Resolution Letter
MAP - EOWA	10/10/2013	Backup Material
HRG Proposal	9/10/2018	Backup Material

#### **RESOLUTION NO.**

#### AUTHORIZING THE EXECUTION OF AMENDMENT NO. 4 TO THE ENGINEERING SERVICES AGREEMENT WITH HR GREEN, INC. FOR PLAN REVIEW SERVICES ASSOCIATED WITH THE ELGIN O'HARE WESTERN ACCESS PROJECT IN THE NOT TO EXCEED AMOUNT OF \$100,00.00 FOR A REVISED CONTRACT AMOUNT OF \$548,000.00

WHEREAS the Illinois State Toll Highway Authority (ISTHA) is moving forward with the design and construction of the Elgin O'Hare Western Access (EOWA) Project, and

WHEREAS the EOWA Project will have a significant portion through the Village limits of Bensenville, and

WHEREAS it is in the best interest of the Village to participate in the design of the Project by performing the necessary reviews of submittals in a timely manner, and

WHEREAS the Village anticipates at least seventeen submittals in the 2018-19 calendar year, and

WHEREAS HR Green, Inc. has been retained by the Villages of Roselle, Itasca, and Wood Dale to assist in the plan reviews, meeting coordination, and public outreach, and

WHEREAS staff feels HR Green, Inc. is the Most Qualified Firm to assist the Village in similar aspects, and

WHEREAS staff has requested a proposal from HR Green to perform review through the end of 2019, and

WHEREAS HR Green, Inc. provided a proposal in the amount of \$99,978.00 based on the anticipated seventeen (17) submittals, and

WHEREAS due to budgetary constraints the Village staff recommends approval of a not-to-exceed contract of \$100,000; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

<u>SECTION ONE</u>: The recitals set forth above are incorporated herein and made a part hereof.

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing amendment No. 4 to the engineering review services for EOWA

Project in an amount not-to-exceed of \$100,000, for a revised contract total of \$548,000 with HR Green Inc. of McHenry, IL.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law

<u>SECTION FIVE:</u> This resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, September 25, 2018.

APPROVED:

Frank DeSimone, Village President

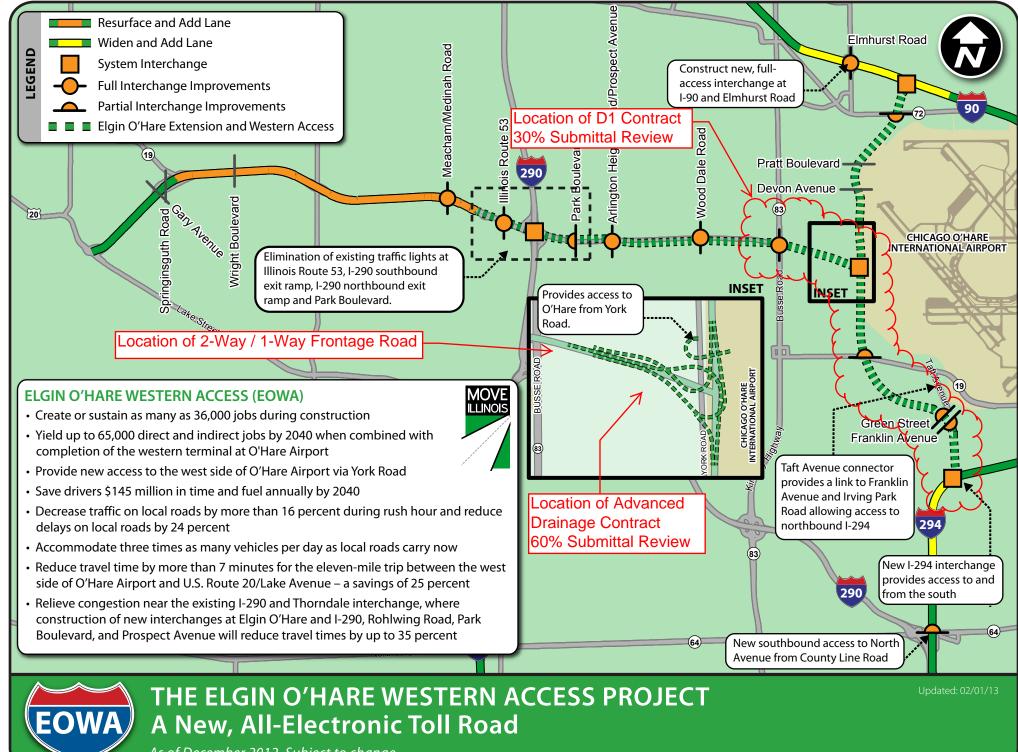
ATTEST:

Nancy Quinn Village Clerk

AYES:

NAYS: _____

ABSENT:



As of December 2012. Subject to change.



## Simple Scope Short Form Agreement

	•	D'Hare Western Bypass Review Services	Project No: Date:	88130313.04 09/07/2018
Client: Contact: Title: Address: City/State/2 Phone/Ema	· · -	Village of Bensenville Mr. Evan Summers Village Manager 12 S. Center Street Bensenville, IL 60106 630-350-3420 ESummers@bensenville.i	il.us	

# The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

This agreement follows the same format as a prior agreement for similar services during Fiscal Year 2014 approved by the Village of Bensenville on March 11, 2014, and which through mutual agreement of the CLIENT and COMPANY was extended through October 31, 2015. A second agreement for similar services for the period from November 1, 2015 through December 31, 2016 was approved on October 27, 2015. A third agreement for similar services for the period from January 1, 2017 through December 31, 2017, and which through mutual agreement of the CLIENT and COMPANY was extended into 2018 was approved on January 25, 2017.

This agreement is for the services noted below, which are estimated to be required during the period from November 1, 2018 through December 31, 2019, and said services are based upon schedules provided by the Illinois Tollway.

Scope of Services:

Task A: Village Internal Meetings

- COW Meetings and Meeting Preparation
- Public Works/Utility Coordination
- HR Green Team Project Management and Coordination

Task B: External – Governmental/Regulatory Agency Meetings

• Tollway with CH2MHill – Monthly/periodic and other Design Coordination Meeting

Task D: Plan Reviews

- Item 1 IGA which will include improvements from: Contract E03 (4683) - EOWA: Route 83 to York Road (2018, 4th Quarter submittal)
- Item 2 IGA which will include improvements from: Various Land parcel transfers (2019, 1st Quarter submittal)
- Item 3 IGA which will include improvements from: Contract S03 (46XX) – Franklin Avenue / Green Street / County Line Road (2019, 1st Quarter submittal)
- Item 4 IGA which will include improvements from: Contract E04 (4669) – Roadway and Bridge Construction at Western Access (2019, 2nd Quarter submittal)
- Item 5 IGA which will include improvements from: Contract E05 – IL 490 and IL 19 Interchange (2019, 2nd Quarter submittal)
- Item 6 IGA which will include improvements from: Contract N04 – EOWA: Western Access from York Road (2019, 3rd Quarter submittal)

Scope of plan review and evaluation for each of the following project plan and specification submittals to include and be limited to:

- Review of project improvements affecting local roadways, drainage plans/calculations, aesthetic improvements and Village utilities within Village of Bensenville corporate boundaries.
- Submittal of plan review comments to Tollway.

Item 7 - Project E03 – EOWA: IL 83 to York Road Contract Post 100% / bid set plans and specifications. (2018, 4th Quarter submittal)

- Item 8 Project S03 Franklin Avenue County Line Road to Wolf Road Contract 100% plans and specifications. (2018, 4th Quarter submittal)
- Item 9 Project S03 Franklin Avenue County Line Road to Wolf Road Contract Post 100% / bid set plans and specifications. (2019, 1st Quarter submittal)
- Item 10 Project E04 (4669) EOWA: West Terminal Interchange South Half Contract 100% plans and specifications. (2019, 1st Quarter submittal)

Item 11 - Project E04 (4669) – EOWA: West Terminal Interchange South Half
Post 100% / bid set plans and specifications. (2019, 2 nd Quarter submittal)

- Item 12 Project E05 IL 19 Interchange Contract 100% plans and specifications. (2019, 1st Quarter submittal)
- Item 13 Project E05 IL 19 Interchange Contract Post 100% / bid set plans and specifications. (2019, 2nd Quarter submittal)
- Item 14 Project N04 EOWA: Western Access from York Road Contract 60% plans and specifications. (2019, 1st Quarter submittal)
- Item 15 Project N04 EOWA: Western Access from York Road Contract 95% plans and specifications. (2019, 2nd Quarter submittal)
- Item 16 Project N04 EOWA: Western Access from York Road Contract 100% plans and specifications. (2019, 2nd Quarter submittal)
- Item 17 Project N04 EOWA: Western Access from York Road Contract Post 100% / bid set plans and specifications. (2019, 3rd Quarter submittal)
- Item 18 Easement Plat preparation/review (optional, if needed)
- Task E: Project Management and Construction Monitoring
- Item 1– Contract 46XX (S03) Franklin Avenue / Green Street / County Line Road Roadway and Utility Reconstruction Underground utility observation and reporting (optional, if needed)

#### The CLIENT agrees to pay COMPANY for the above scope of services:

Per current Rate Schedule, with an estimated fee of:

Task A: Village Internal Meetings

Item #3:	\$7,196.00
Item #4:	\$6,986.00
Item #7:	<u>\$6,986.00</u>
TOTAL:	\$21,168.00

Task B: External – Governmental/Regulatory Agency Meetings

Item #2:	\$6,538.00
TOTAL:	\$6,538.00

Task D: Plan Reviews

Item #1: Item #2: Item #3: Item #4: Item #5: Item #6: Item #6: Item #7: Item #8: Item #8: Item #9: Item #10: Item #11: Item #12:	\$2,136.00 \$4,272.00 \$3,560.00 \$2,848.00 \$4,272.00 \$4,830.00 \$6,440.00 \$3,864.00 \$3,864.00 \$3,220.00 \$2,576.00
	. ,
	. ,
Item #9:	. ,
Item #10:	\$3,864.00
Item #11:	\$3,220.00
Item #12:	. ,
Item #13:	\$1,610.00
Item #14:	\$2,576.00
Item #15:	\$2,576.00
Item #16:	\$2,576.00
Item #17:	\$1,932.00
Item #18:	<u>\$6,408.00</u>
TOTAL:	\$63,120.00

Task E: Project Management and Construction Monitoring

Item #1:	<u>\$9,152.00</u>
TOTAL:	\$9,152.00

Fourteen (14) Month (Nov 2018 thru Dec 2019) Totals: \$99,978.00

These tasks will be handled as a time and material contract, and all personnel will be billed at a 2.8 multiplier of actual hourly salary rates paid during the contract term.

When 80% of the fee has been expended for the requested services, the COMPANY shall identify potential future tasks or additional work and submit them to the CLIENT who shall make the determination of whether to authorize the future tasks or additional work.

⊠ Reimbursable Expenses Included

□ Subconsultant Services Included

#### □ Prepayment Required for Work to Commence

Copy To:

- Accounting
- Mr. Scott Marquardt
- Mr. Tim Hartnett

#### TERMS AND CONDITIONS

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the

CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$ 10,000. 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.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Work will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

#### VILLAGE OF BENSENVILLE

#### HR GREEN, INC.

Accepted by:		Vice President/ Practice Leader – Governmental Services:	Tinothy J. Harkett
Printed/ Typed Name:	Evan K. Summers	Printed/ Typed Name:	Timothy J. Hartnett
Title:	Village Manager	Date:	_09/07/2018
Date:	09/25/2018		



#### **HR GREEN, INC.** Billing Rate Schedule

Effective January 1, 2018

Professional Services	Billing Rate Range
Principal	\$195 - \$280
Senior Professional	\$170 - \$250
Professional	\$110 - \$195
Junior Professional	\$85 - \$140
Senior Technician	\$115 - \$140
Technician	\$80 - \$125
Senior Field Personnel	\$100 - \$170
Field Personnel	\$90 - \$165
Junior Field Personnel	\$50 - \$95
Administrative Coordinator	\$65 -\$105
Administrative	\$60 - \$110
Corporate Admin	\$80 - \$140
Operators/Interns	\$50 - \$100

#### **Reimbursable Expenses**

- 1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
- 2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey vehicle mileage will be reimbursed on the basis of \$0.85 per mile or \$45.00 per day.
- 3. All other direct expenses will be invoiced at cost plus 10%.

#### SCHEDULE A

R Green, Inc EOWA Project ORK PERIOD: November 1, 2018 through December 31, 2019		HRG Staff Members	Estimated Hours Per Task / Meeting	Estimated Meetings / Occurrences Per Month	Number of Months / Occurrences in Contract Period	Estimated Hours	Staff Member Bill Rate	Estimated Work Task Contract Amount	
Α.	Village Int	ternal Meetings							
	1	Staff Meeting	Scott Marquardt	0	0	14	0	\$178	\$0.00
			Sean Murphy	0	0	14	0	\$143	\$0.00
	2	Board Meetings	By Village Staff				0		\$0.00
							0		\$0.00
	3	COW Meetings, and Meeting Prep	Scott Marquardt	4	1/4	14	14	\$178	\$2,492.00
			Ron Krall	1	1/4	14	3.5	\$200	\$700.00
			Sean Murphy and Admin	8	1/4	14	28	\$143	\$4,004.00
	4	PW/Utility Coordination	Scott Marquardt	1	2	14	28	\$178	\$4,984.00
			Sean Murphy	1	1	14	14	\$143	\$2,002.00
	5	Police/Fire/Emergency Maintenance	By Village Staff				0		\$0.00
	6	Community Development and Village Engineer Coordination	By Village Staff				0		\$0.00
	7	HR Green Team - Project Management and Coordination	Scott Marquardt	1	2	14	28	\$178	\$4,984.00
			Sean Murphy	1	1	14	14	\$143	\$2,002.00
		Task A Subtotals	:				129.5		\$21,168.00
	External -	Governmental/Regulatory Agency Meetings							
	1	Local Advisory Committee (2nd Monday)	By Village Staff				0		\$0.00
							0		\$0.00
	2	Tollway with CH2MHill - Monthly Design Coordination Meeting	Scott Marquardt	1 1/2	1	14	21	\$178	\$3,738.00
			Steve Bicking / Phil Stuepfert	2	1/2	14	14	\$200	\$2,800.00
	3	Adjacent Communities / Agencies Coordination Meeting					0		\$0.00
		Wood Dale, Elk Grove Village, Franklin Park	By Village Staff				0		\$0.00
							0		\$0.00
		DuPage County	By Village Staff				0		\$0.00
							0		\$0.00
		Task B Subtotals					35		\$6,538.00
	External -	Residential/Business/Stakeholders							
	1	Business Stakeholders	By Village Staff				0		\$0.00
							0		\$0.00
	2	HOA, Chamber of Commerce, Schools, Public Open Houses, Citizen							\$0.00
		Subdivision Stakeholders	By Village Staff				0		\$0.00
							0		\$0.00
		Public Open House	By Village Staff				0		\$0.00
							0		\$0.00
	3	Citizen Request / Comment Responses	By Village Staff				0		\$0.00
		Other Public Outreach TBD					0		\$0.00
		Task C Subtotals	:				0		\$0.00

D.	Plan Revie	ews							
			Projected						
		Contract Name	Submittal Date						
	1	Intergovernmental Agreement	2018 4th quarter	Various					
		(For Contract E03 (4683))			12		12	\$178	\$2,136.00
	2	Intergovernmental Agreement	2019 1st quarter	Various					
		(Various land transfers))			24		24	\$178	\$4,272.00
	3	Intergovernmental Agreement	2019 1st quarter	Various					
		(For Contract S03 (XXXX))			20		20	\$178	\$3,560.00
	4	Intergovernmental Agreement	2019 2nd quarter	Various					
		(For Contract E04 (4669))			20		20	\$178	\$3,560.00
	5	Intergovernmental Agreement	2019 2nd quarter	Various					
		(For Contract E05 (4673))			16		16	\$178	\$2,848.00
	6	Intergovernmental Agreement	2019 3rd quarter	Various					
		(For Contract N04 (####))			24		24	\$178	\$4,272.00
	7	EOWA: IL 83 to York Road	2018 4th quarter	Various					
		(E03) - post 100% / bid set design plans			30		30	\$161	\$4,830.00
	8	Franklin Avenue / Green Street / County Line Road	2018 4th quarter	Various					
		(S03) - 100% design plans			40		40	\$161	\$6,440.00
	9	Franklin Avenue / Green Street / County Line Road	2019 1st quarter	Various					
		(S03) - post 100% / bid set design plans			24		24	\$161	\$3,864.00
	10	EOWA: West Terminal Interchange (E04)	2019 1st quarter	Various					
		- 100% design plans			24		24	\$161	\$3,864.00
	11	EOWA: West Terminal Interchange (E04) -	2019 2nd quarter	Various					
		post 100% / bid set design plans			20		20	\$161	\$3,220.00
	12	EOWA: IL 19 Interchange	2019 1st quarter	Various					
		(E05) - 100% design plans			16		16	\$161	\$2,576.00

2 3 4	<ul> <li>shop drawings for Village owned infrastructure. Prepare construction activities/newsletter for the Village's use in website to update the community.</li> <li>Represent Village during construction phase at applicabl needed.</li> <li>Provide oversight, monitoring, administration, and other as required for project completion (if authorized by Village Maintain Village's interest throughout the project being opportunities to meet the intent of the strategic plan and unforeseen conditions.</li> </ul>	e written updates on a newsletter and/or e meetings as r service assistance ge). mindful of	By Village Staff By Village Staff Sean Murphy/others By Village Staff	0 4 0	4	4	0 64 0 64	\$143	\$0.00 \$0.00 \$9,152.00 \$0.00 <b>\$9,152.0</b>
2	<ul> <li>shop drawings for Village owned infrastructure. Prepare construction activities/newsletter for the Village's use in website to update the community.</li> <li>Represent Village during construction phase at applicabl needed.</li> <li>Provide oversight, monitoring, administration, and other as required for project completion (if authorized by Villa Maintain Village's interest throughout the project being opportunities to meet the intent of the strategic plan and</li> </ul>	e written updates on a newsletter and/or e meetings as r service assistance ge). mindful of	By Village Staff Sean Murphy/others	4	4	4	64	\$143	\$0.00 \$9,152.00
2	<ul> <li>shop drawings for Village owned infrastructure. Prepare construction activities/newsletter for the Village's use in website to update the community.</li> <li>Represent Village during construction phase at applicabl needed.</li> <li>Provide oversight, monitoring, administration, and other as required for project completion (if authorized by Village Maintain Village's interest throughout the project being</li> </ul>	e written updates on a newsletter and/or e meetings as r service assistance ge). mindful of	By Village Staff	4	4	4	64	\$143	\$0.00 \$9,152.00
2	<ul> <li>shop drawings for Village owned infrastructure. Prepare construction activities/newsletter for the Village's use in website to update the community.</li> <li>Represent Village during construction phase at applicabl needed.</li> <li>Provide oversight, monitoring, administration, and other</li> </ul>	e written updates on a newsletter and/or e meetings as	By Village Staff		4	4	Ū	\$143	\$0.00
2	<ul> <li>shop drawings for Village owned infrastructure. Prepare construction activities/newsletter for the Village's use in website to update the community.</li> <li>Represent Village during construction phase at applicabl needed.</li> </ul>	written updates on a newsletter and/or e meetings as			4	4	Ū	\$143	\$0.00
	<ul> <li>shop drawings for Village owned infrastructure. Prepare construction activities/newsletter for the Village's use in website to update the community.</li> <li>Represent Village during construction phase at applicable</li> </ul>	written updates on a newsletter and/or		0			0		
	shop drawings for Village owned infrastructure. Prepare construction activities/newsletter for the Village's use in website to update the community.	written updates on a newsletter and/or	By Village Staff						
	shop drawings for Village owned infrastructure. Prepare	written updates on							\$0.00
-									\$0.00
-	conformance with plans of work being performed. Revie	w submittals and							\$0.00
1	Periodic visits to job site to review progress and observe	0		0			0	1	
1 Franklin	Avenue - County Line Road (Contract S03, 46XX, \$TBD cons		ted Notice to Proceed June 2						
	other contracts are initiated.	·							
	infrastructure construction, and as construction contracts								
	contracts due to variables such as winter shutdowns, sch	•							
	NOTE: This work task will vary considerably during subset	quent annual	I						
E Proiect I	Management and Construction Monitoring	I ASK D SUDTOTAIS:					3/0	1	\$63,120.
		Task D Subtotals:		36	I		36 <b>376</b>	\$178	\$6,408.00
18	Easement Plat Preparation	Various	Various	26			26	ć170	¢6 409 00
	post 100% / bid set design plans			12			12	\$161	\$1,932.00
17	EOWA: Western Access from York Road (N04)	2019 3rd quarter	Various						
	100% design plans	•		16			16	\$161	\$2,576.00
16		2019 2nd quarter	Various	10			10	<b>V101</b>	<i><i><i>ϕ</i>₂<i>,s,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,c,<i>c,c,<i>c,c,c,<i>c,c,c,<i>c,c,c,<i>c,c,c,<i>c,c,<i>c,c,c,<i>c,c,<i>c,c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,c,<i>c,c,c,c,<i>c,c,c,<i>c,c,c,<i>c,c,c,<i>c,c,c,<i>c,c,c,<i>c,c,<i>c,c,<i>c,c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,<i>c,c,<i>c,c,<i>c,c,<i>c,c,<i>c,<i>c,c,<i>c,c,<i>c,<i>c,c,<i>c,c</i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i></i>
15	(N04) - 95% design plans		various	16			16	\$161	\$2,576.00
15	EOWA: Western Access from York Road	2019 2nd guarter	Various	10			10	\$101	\$2,570.00
	(N04) - 60% design plans	2019 1st quarter	Various	16			16	\$161	\$2,576.00
14	(E05) - post 100% / bid set design plans EOWA: Western Access from York Road			10			10	\$161	\$1,610.00
14		2019 2nd quarter	Various						

**TYPE:** Resolution SUBMITTED BY: Joe Caracci DEPARTMENT: Public Works DATE: September 18, 2018

#### **DESCRIPTION:**

<u>Consideration of a Resolution Authorizing the Applications to Seek a Community Development Block Grant</u> (CDBG) Assistance for the 2019 Annual Residential Streetlight Project and 2019 Village Street Improvements <u>Project</u>

#### 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				
	-		-			
CON	IMITTEE ACTION:		DATE:			

#### BACKGROUND:

The Community Development Block Grant (CDBG) Program is a flexible program that provides communities with resources to address a wide range of unique community development needs. The CDBG entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low-and-moderate income persons.

The Village has applied for and been awarded similar grants in the past.

#### **KEY ISSUES:**

In response to the 2011 Citizen survey which identified streetlights as a desire of the community, the Village of Bensenville has successfully completed an annual residential streetlights project in the year 2015 and 2016. In year 2017, the Village of Bensenville sought and was awarded CDBG funds in the amount of \$199,135 to supplement its ongoing annual residential streetlight project. In 2018, the Village sought and was awarded \$200,000 for the annual residential streetlight project.

The Village is again seeking to apply for the CDBG funds to supplement the 2019 Annual Residential Streetlight Project. This 2019 Residential Streetlight Project area is bounded by York Rd, Jefferson St, Marion St and Washington St. The Village is seeking \$200,000 in the CDBG funds to supplement its own \$200,000 project, for a total project cost of \$400,000. If awarded, the staff anticipates to install approximately 40 streetlights as part of this project.

The Village is also seeking CDBG funds to supplement the 2019 Village Street Improvements Project. This project includes Eastview Ave and Franzen Street between IL-19 and Hillside Dr. Based on the pavement evaluation study, the PCI scores for Eastview Ave is twenty-nine (29) and for Franzen St is thirty-seven (37). The scope of improvements will pavement removal and replacement, spot C&G improvements, spot sidewalk repairs including ADA ramps, storm sewer repairs as well as replacement of existing watermain and services on Eastview Ave. It should be noted the storm sewer master plan study also identifies a 36-inch storm sewer along portions of Eastview Ave while a 48-inch storm sewer along portion of Franzen St which are excluded from the scope of work at this time due to budgetary reasons. Based on the aforementioned scope, the project construction cost is approximately \$1,000,000 and the Village is seeking the maximum allowable of \$400,000 CDBG assistance for this project.

The 2019 Village Street Improvement Project will be priority #1 while the 2019 Residential Streetlight will be priority #2.

#### ALTERNATIVES:

Discretion of the Committee of the Whole.

#### **RECOMMENDATION:**

Staff recommends approval of the Resolution authorizing the application to seek a CDBG Block Grant.

#### **BUDGET IMPACT:**

If the grant is awarded, the Village will received additional \$200,000 in funds to supplement its \$200,000 project for the 2019 Annual Residential Streetlights Project. For the 2019 Village Street Improvements Project, if the grant is awarded in full amount, the Village's burden will be reduced by \$400,000.

#### **ACTION REQUIRED:**

Resolution Authorizing the Applications to Seek a Community Development Block Grant (CDBG) assistance for the 2019 Annual Residential Streetlight Project and 2019 Village Street Improvements Project.

#### ATTACHMENTS:

**Description** Resolution Location Map Upload Date 9/10/2018 9/10/2018

<u>Type</u> Resolution Letter Backup Material

#### **RESOLUTION NO.**

#### <u>A RESOLUTION APPROVING APPLICATIONS TO SEEK COMMUNITY</u> <u>DEVELOPMENT BLOCK GRANT (CDBG) ASSISTANCE FOR THE</u> <u>2019 ANNUAL RESIDENTIAL STREET LIGHT PROJECT</u> <u>AND</u> <u>2019 VILLAGE STREET IMPROVEMENTS PROJECT</u>

WHEREAS the Village of Bensenville performed a Residential Community Survey in 2011, and

WHEREAS the Survey indicated an overwhelming desire for Residential Street Lighting, and

WHEREAS the Village has included an annual Residential Street Light Program in our Strategic Plan; and

WHEREAS the Village completed a Residential Street Light Program in 2015, 2016 and 2017; and

WHEREAS in an effort to increase the number of lights being installed under the 2019 Residential Streetlight Project the Village is seeking authorization to submit an application for Community Development Block Grant (CDBG); and

WHEREAS the Village is responsible to perform public infrastructure improvements on its roadways; and

WHEREAS the staff has identified the 2019 Village Street Improvement Project based on the ratings provided in the Pavement Condition Index (PCI) scores in the Pavement Evaluation Study; and

WHEREAS the Village is seeking authorization to submit an application for Community Development Block Grant (CDBG) for the 2019 Village Street Improvements Project in an effort to seek alternative funding source to accompany the Village's capital budget; and

WHEREAS DuPage County is responsible party to review the grant applications as well as administer the grant funds; and

WHEREAS if the funds are awarded the Village will be required to enter into an agreement with DuPage County.

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.

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing submittal of a CDBG grant applications for 2019 Annual Residential Streetlight Project as well as 2019 Village Street Improvements Project and to take further actions as may be necessary, including but not limited to execution of the agreement if funding is granted.

<u>SECTION THREE</u>: The Village President or his/her designee 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25th day of September, 2018.

#### APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS:

ABSENT:

### DuPage County

BENSENVILLE

2010 US Census Block Groups at or above 35.85% Low-Moderate Income (LMI) Concentration



Municipality Boundary Unincorporated Block Groups 2014 LMI Block Groups

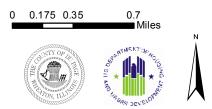
 Green
 % LMI of Eligible Block Group

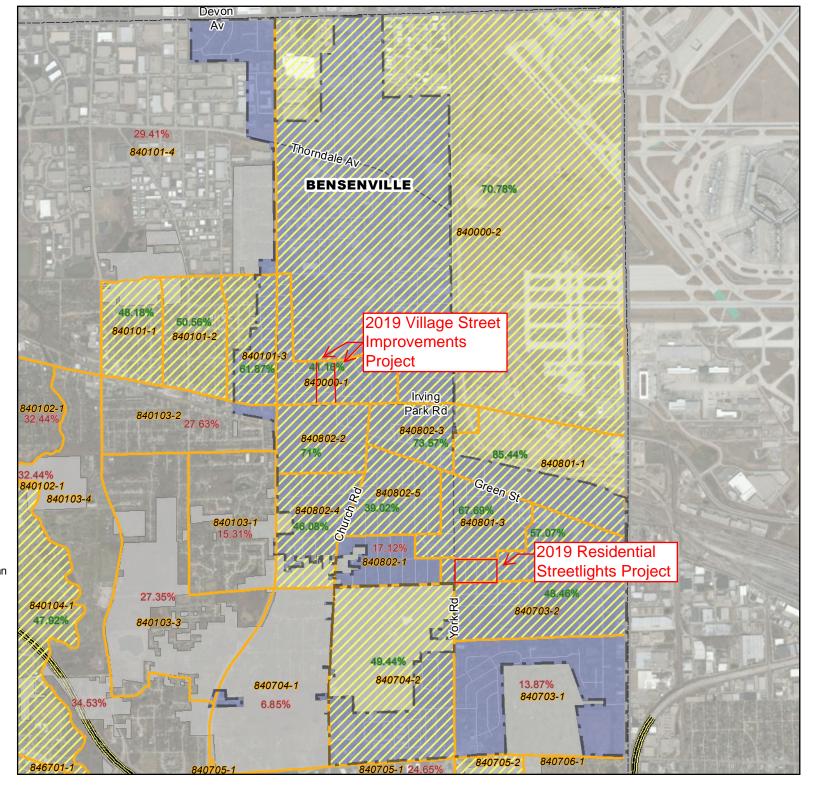
 Red
 % LMI of Ineligible Block Group

DISCLAIMER: The accuracy of this map is limited to quality of data contained in other public records. This in not a substitute for an actual field survey or field investigation.

SOURCE: US Dept of Housing Urban Development (HUD) / 2006-2010 American Community Survey (ACS)

Created by DuPage CDC - Rev. June 2018





TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: September 18, 2018

#### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of Change Order #1 (Final) with Hoerr Construction, Inc for the 2018 Sanitary Sewer Lining Program for a Credit of \$39,750.37 for a Revised Contract Cost of \$159,495.07

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

_____

Х	Financially Sound Village
X	Quality Customer Oriented S

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: September 18, 201

September 18, 2018

#### BACKGROUND:

The 2018 Sanitary Sewer Lining Project was completed on July 5, 2018. The original contract with Hoerr Construction, Inc in the not-to-exceed amount of \$199,245.44 was approved on April 24, 2018. The project consisted of installing a liner inside the ageing sanitary sewer pipes within various areas of the Village.

#### **KEY ISSUES:**

During construction, some of the pipe was determined to be PVC and did not require sewer lining. The project is now complete and the final contract value is \$159,495.07, which is \$39,750.37 below the original approved contract value.

#### ALTERNATIVES:

Discretion of the Committee of the Whole.

#### **RECOMMENDATION:**

Staff recommends approval of the Resolution of the Final Balancing Change Order.

#### **BUDGET IMPACT:**

The final construction cost of the project is \$159,495.07 which is \$39,750.37 under the total awarded amount for this project.

#### **ACTION REQUIRED:**

Resolution Authorizing the Execution of Change Order #1 (Final) with Hoerr Construction, Inc for the 2018 Sanitary Sewer Lining Program for a credit of \$39,750.37 for a revised contract cost of \$159,495.07.

#### ATTACHMENTS:

<b>Description</b>	<u>Upload Date</u>	<u>Туре</u>
Resolution	9/10/2018	Resolution Letter
Location Map	9/10/2018	Backup Material
Final Change Order	9/10/2018	Backup Material

#### RESOLUTION NO.

#### AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 (FINAL) WITH HOERR CONSTRUCTION, INC. FOR THE 2018 SANITARY SEWER LINING PROGRAM FOR A CREDIT OF \$39,750.37 FOR A REVISED CONTRACT COST OF \$159,495.07

WHEREAS, the construction improvements have been completed on 2018 Sanitary Sewer Lining Program; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to receive credit for the items that weren't used on the project; and

WHEREAS, the nature of Change Order Number one and the amount of change is as follows – some of the pipes were already PVC which didn't require to be lined.

WHEREAS, the original contract amount was not-to-exceed \$199,245.44; and,

WHEREAS, the final cost of improvements is \$159,495.07, which is \$39,750.37 under the original contract amount; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

<u>SECTION ONE</u>: The recitals set forth above are incorporated herein and made a part hereof.

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of Change Order No. 1 with Hoerr Construction, Inc for the 2018 Sanitary Sewer Lining Program in a credit of \$39,750.37 for a revised contract cost of \$159,495.07.

<u>SECTION THREE</u>: 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.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25th day of September, 2018.

#### APPROVED:

Frank DeSimone

_____

ATTEST:

Nancy Quinn, Village Clerk

AYES: ______

_____

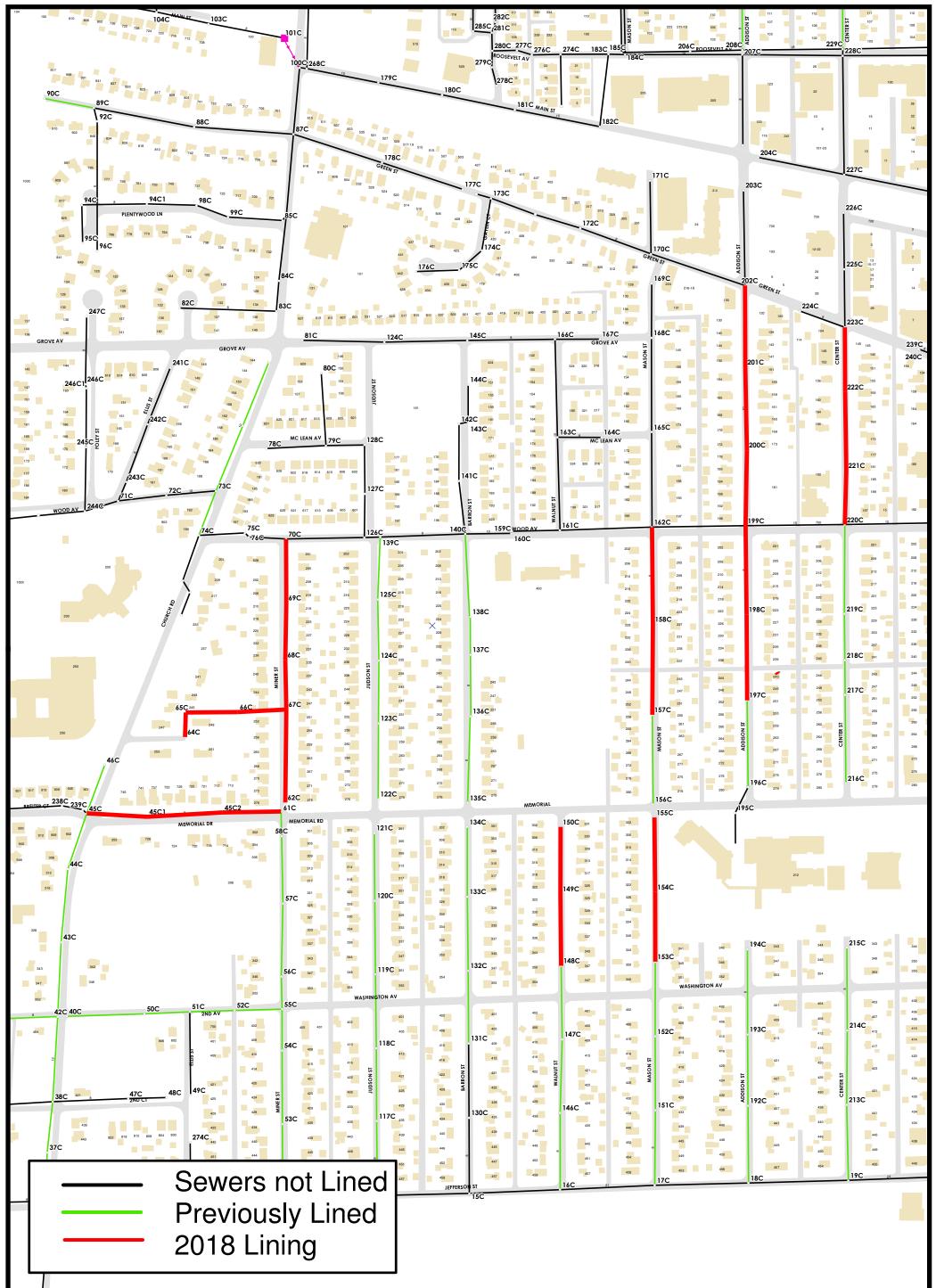
NAYS: _____

ABSENT: _____



## Village of Bensenville

2018 Sanitary Sewer CIPP revised



#### REQUEST FOR AUTHORIZATION OF CHANGES CHANGE ORDER NO. 1 (FINAL)

Project Name:	2018 Annual MPI Sanitary Sewer CIPP Program	
То:	Village of Bensenville	
	717 E. Jefferson Street	
	Bensenville, IL 60106	
Contractor:	Hoerr Construction, Inc	
	PO Box 65	
	Goodfield, IL 61742	Date: 9/5/2018

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
	Balancing		\$39,750.3
	Amount of this Order: Amount of Previous Orders: Original Contract Amount: Original Contract Amount and Orders:		-\$39,750.37 \$0.00 \$199,245.44 \$159,495.07
he work covered by	this Order shall be performed under the same terms and conditions as that inc	cluded in the Original Contract.	I.
Requested by:	Mehul Patel, P.E., Assistant Director of Public Works, VOB	Mitte	9/5/2011
Reviewed by:	Mehul Patel, P.E., Assistant Director of Public Works, VOB	Mit	9/5/201
Recommended by:	Joe Caracci, Director of Public Works, VOB	Caracci	9/10/18
pproved by:	Evan Summers, Village Manager, VOB		
Accepted by:	Max Hoerr, Hoerr Construction	MARHOD	18 9/5/18

TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works **DATE:** June 26, 2018

#### **DESCRIPTION:**

<u>Consideration of a Resolution Approving Revised Change Order Number Two and Final with R.W. Dunteman</u> <u>Company for a Decrease of \$43,335.88 for the Downtown Streetscape Project – North Half for a Revised</u> <u>Contract Cost of \$2,079,530.12</u>

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<ul> <li><i>X</i> Financially Sound Village</li> <li><i>X</i> Quality Customer Oriented Services</li> <li><i>X</i> Safe and Beautiful Village</li> </ul>	X Enrich the lives of Residents Major Business/Corporate Center X Vibrant Major Corridors
COMMITTEE ACTION:	DATE:
COW	September 18, 2018

#### BACKGROUND:

The Downtown Streetscape Project – North Half was substantially completed on December 5, 2017. The final completion occurred on May 2, 2018. The scope of original contract work included in Phase I consisted of improvements north of the railroad tracks (Addison and Center St from Main to Roosevelt; Main St from York to west of Addison St and minor aesthetic improvements along York Rd from Roosevelt to Main). Addison St/Center St from Main St to Roosevelt Rd were reconstructed with a new Hot-Mix Asphalt pavement, stamped sidewalk, C&G, driveway aprons, watermain replacement on Addison St along with new services, 30-inch storm sewer as identified in the master plan along Center St, striping and landscape restoration. Main St and York Rd received aesthetic upgrades such as stamped sidewalk, benches, planter boxes, stamped cross walks, trash receptacles, bike racks, etc.

The Village Board authorized a construction contract award with R.W. Dunteman Company for Downtown Streetscape Project – North Half on May 24, 2017 in the amount of \$2,093,866. Change Order No. 1 in the additional amount of \$29,000 was approved on December 12, 2017. The total contract amount with change order No. 1 was \$2,122,866.

The Village Board approved a R-82-2018 on June 26, 2018 for a final contract value of \$2,119,295.49 for this project.

#### **KEY ISSUES:**

The Village recently caught an error in final quantity of stamped concrete which led to a further reduction in cost of \$43,335.88. Incorporating this change into the contract yields a final contract total of \$2,079,530.12.

Overall, the project came in \$14,335.88 below the awarded contract amount.

#### ALTERNATIVES:

Discretion of the Committee of the Whole.

#### **RECOMMENDATION:**

Staff recommends approval of the Resolution approving the revised Change Order No 2 and Final with R.W. Dunteman Company.

#### **BUDGET IMPACT:**

Original contract award of \$2,093,866 was to be paid for by \$1,794,498.00 of CIP funds and \$299,368 of Utility funds. Based on work completed to date the total final value of the contract is at \$2,079,530.12 of which \$1,742,835.18 is CIP related and remainder of \$326,694.94 is utility related.

#### ACTION REQUIRED:

Approval of the Resolution approving change order Number two and final with R.W Dunteman Company for a decrease of \$43,335.88 for the Downtown Streetscape Project – North Half for a revised contract cost of \$2,079,530.12.

#### **ATTACHMENTS:**

Description	<u>Upload Date</u>	<u>Type</u>
Resolution	9/11/2018	Resolution Letter
Location Map	6/6/2018	Backup Material
Final Change Order Revised	9/11/2018	Backup Material

RESOLUTION NO.

#### AUTHORIZING THE EXECUTION OF REVISED CHANGE ORDER NO. 2 (FINAL) WITH R.W.DUNTEMAN COMPANY FOR A DECREASE OF \$43,335.88 FOR THE DOWNTOWN STREETSCAPE PROJECT – NORTH HALF FOR A REVISED CONTRACT COST OF \$2,079,530.12

WHEREAS, the construction improvements have been completed on the Downtown Streetscape Project – North Half; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to receive credit for the items that weren't used on the project; and

WHEREAS, the original awarded contract amount was \$2,093,866.00 approved on May 24, 2017; and,

WHEREAS, Change Order No.1 in the increased amount of \$29,000.00 was approved on December 12, 2017; and

WHEREAS the revised total awarded contract value including Change Order No.1 was \$2,122,866.00; and

WHEREAS the final balancing Change Order in the amount of \$2,119,295.49 was approved on June 26, 2018; and

WHEREAS, the final revised cost of improvements is \$2,079,530.12, which is \$43,335.88 under the revised contract amount of \$2,122,866.00; 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.

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing a revised change order number two and final in the decrease amount of \$43,335.88 with R.W. Dunteman for the Downtown Streetscape Project – North Half for a revised contract amount of \$2,079,530.12.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated September 25, 2018.

APPROVED:

Frank DeSimone Village President

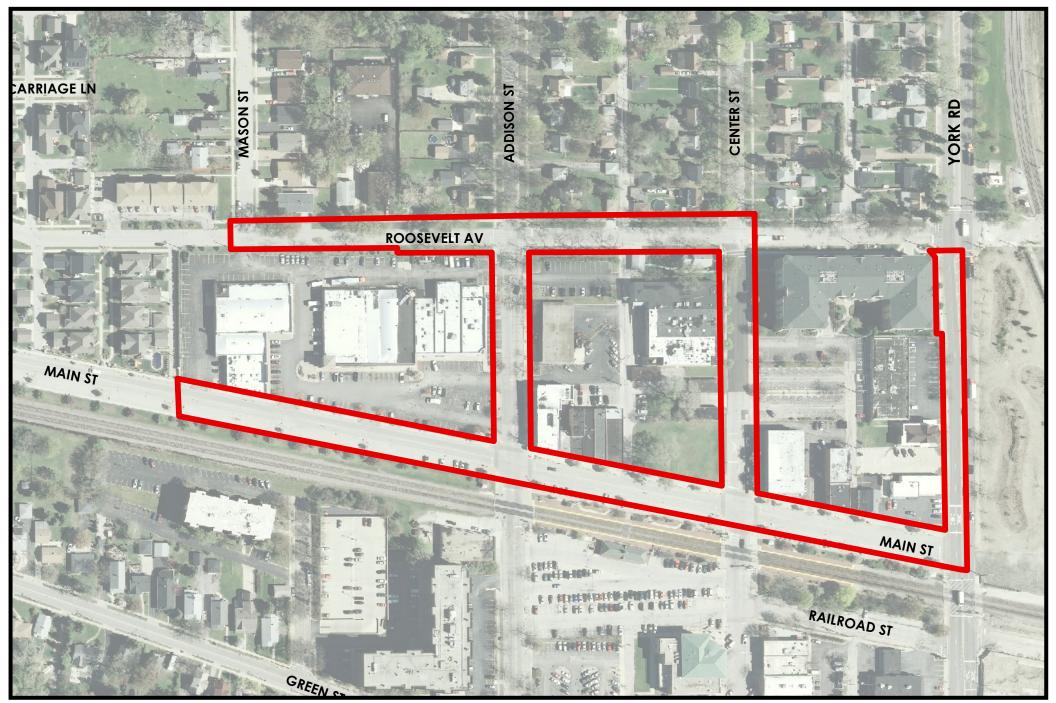
ATTEST:

Nancy Quinn Village Clerk		
AYES:		
NAYS:	 	 
ABSENT:		



# Village of Bensenville Downtown Streetscape Phase I





#### REQUEST FOR AUTHORIZATION OF CHANGES FINAL BALANCING CHANGE ORDER

Project Name:	Downtown Streetscape Project - North Half	
To:	Village of Bensenville	
	717 E. Jefferson Street	
	Bensenville, IL 60106	
Contractor:	R.W. Dunteman Company	
	600 S Lombard Rd	
	Addison, IL 60101	Date: 9/6/2018

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
1	Contract quantity Adjustments -Railroad Flagger		\$1,288.4
2	Contract quantity Adjustments - Stamped Concrete	\$138.98	
FRC03	Watermain - Extra Work - Based	\$9,741.09	\$9,562.9
FRC04	Light Pole Adjustments	\$9,787.67	\$12,000.0
	Balancing Change Order		\$39,765.31
	Amount of this Order:	-	-\$42,949.07
	Amount of Previous Orders: Original Contract Amount: Final Contract Amount and Orders:		\$28,613.19 \$2,093,866.00 \$2,079,530.12
The work cov	ered by this Order shall be performed under the same terms and conditions as that included	n the Original Contract.	
Requested b	Mehul Patel, P.E., Assistant Director of Public Works, VOB	MIL	- 9/10/18
Reviewed by	: Mehul Patel, P.E., Assistant Director of Public Works, VOB	MILS	= 9/10/18
Recommend	ed by: Joe Caracci, Director of Public Works, VOB		
approved by	Evan Summers, Village Manager, VOB	- A	7/1
Accepted by	R.W. Dunteman Company	1 Sevelation	11 9/6/18

TYPE: Resolution SUBMITTED BY: Joe Caracci DEPARTMENT: Public Works DATE: September 18, 2018

#### **DESCRIPTION:**

<u>Consideration of a Resolution finalizing the Motor Fuel Tax (MFT) Fund Expenditures for Village's Local</u> match as Well as Phase III (Construction) Engineering for the Foster Avenue LAFO Project in the Amount of \$233,127.79

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X X X	Financially Sound Village Quality Customer Oriented Services Safe and Beautiful Village	X X	Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors
CON	MITTEE ACTION:		DATE: September 18, 2018

#### BACKGROUND:

The Village receives a monthly allotment of the MFT funds from the State of Illinois. The Illinois Department of Transportation (IDOT) is the state agency assigned to oversee the disbursement of the MFT funds by municipalities. MFT funds are only allowed to be spent towards roadway improvements and/or related maintenance.

The Village applied and was awarded Federal Surface Transportation Program (STP) funding for a Local Agency Functional Overlay (LAFO) project in the amount of \$393,000 (70% of then estimated \$560,000 project) to resurface Foster Ave from IL-83 to York Rd. The construction was completed in 2015 and Village received its final project invoice earlier this year.

#### **KEY ISSUES:**

Each municipality must first appropriate the estimated MFT funds to be spent in any given year using IDOT BLR 09111 form. These funds can be spent once authorized by the IDOT. Once the amount is authorized by IDOT, they will reduce the Village's unobligated MFT balance in their books by the approved amount. Any monies spent over the authorized amount will require the municipality to approve a supplemental Resolution while any monies under spent will be automatically credited back to the Village's unobligated balance after the proper close out paperwork is completed.

The Village board had passed a resolution on February 24, 2015 (R-22-2015) to appropriate use of MFT funds in the amount of \$250,000 for purposes of Village's local match related to the Foster Ave LAFO Project as well as Phase III engineering for the same project. The total expended amount on this project is \$233,127.79, which is \$16,872.21 under the obligated \$250,000 local match. The amount of MFT funds spent towards local match are \$159,289.79 while the Phase III engineering amounted to \$73,838.00.

The final project of \$530,965.98 received federal funding in the amount of \$371,676.19 while the local match is \$159,289.79.

#### ALTERNATIVES:

N/A

#### **RECOMMENDATION:**

Staff recommends approval of the Resolution.

#### **BUDGET IMPACT:**

The Villages current unobligated MFT fund balance will be credited by \$16,872.21 after the next audit cycle.

#### ACTION REQUIRED:

Approval of the Resolution finalizing MFT fund expenditures for Village's Local match as well as Phase III (construction) engineering for the Foster Ave LAFO Project in the amount of \$233,127.79.

ATTACHMENTS:				
Description	<u>Upload Date</u>	<u>Type</u>		
Resolution	9/11/2018	Resolution Letter		
Location Map	9/11/2018	Backup Material		
Final Invoice	9/11/2018	Backup Material		
BLR 13510-Final Report	9/11/2018	Backup Material		

#### RESOLUTION NO.

#### RESOLUTION FINALIZING THE MOTOR FUEL TAX (MFT) FUND EXPENDITURES FOR VILLAGE'S LOCAL MATCH AS WELL AS PHASE III (CONSTRUCTION) ENGINEERING FOR THE FOSTER AVE LAFO PROJECT IN THE AMOUNT OF \$233,127.79

WHEREAS the Village of Bensenville applied and was awarded Federal Surface Transportation Program funding in the amount of \$393,000 (70% of the estimated \$560,000 project) for the Foster Ave LAFO project; and

WHEREAS the limits of improvements are from IL-83 to York Rd; and

WHEREAS the Village board had passed a resolution on February 24, 2015 (R-22-2015) to appropriate use of MFT funds in the amount of \$250,000 for purposes of Village's local match related to the Foster Ave LAFO Project as well as Phase III engineering; and

WHEREAS the construction of the project was completed in 2015; and

WHEREAS the final project invoice from Illinois Department of Transportation was received in July 2018; and

WHEREAS the final project of \$530,965.98 received federal funding in the amount of \$371,676.19 while the local match is \$159,289.79.

WHEREAS the final MFT expenditure consist of \$159,289.79 in local match as well as final engineering cost of \$73,838.00 for a total of \$233,127.79; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

<u>SECTION ONE</u>: The recitals set forth above are incorporated herein and made a part hereof.

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution finalizing MFT fund expenditures for Village's Local match as well as Phase III (construction) engineering for the Foster Ave LAFO Project in the amount of \$233,127.79

<u>SECTION THREE</u>: 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, any necessary paperwork.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated September 25, 2018.

APPROVED:

Frank DeSimone

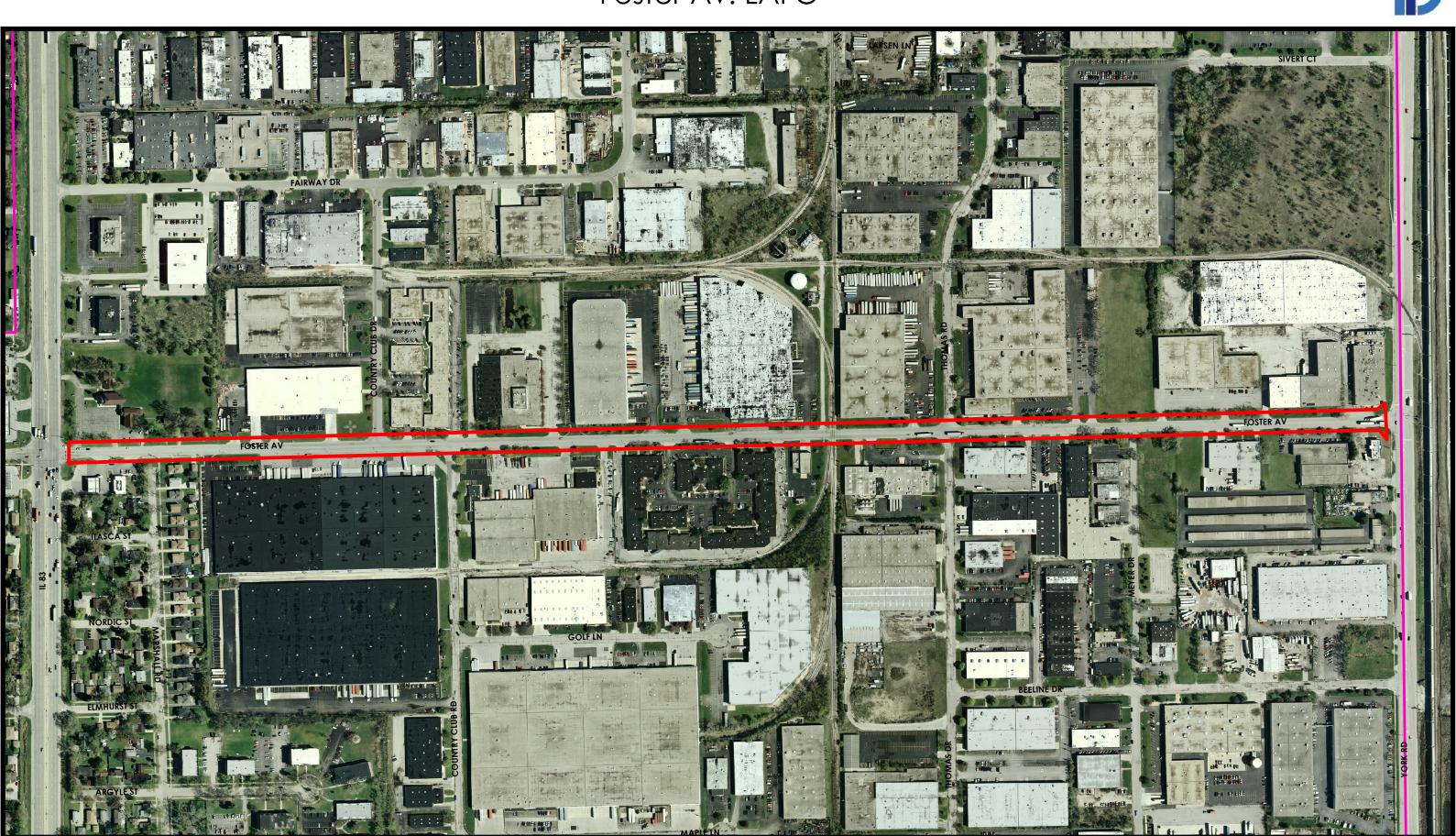
ATTEST:

Nancy Quinn, Village Clerk		
AYES:	 	
NAYS:	 	
ABSENT:		



## Village of Bensenville

Foster Av. LAFO





Village of Bensenville Village Clerk 12 South Center Street Bensenville, IL 60106

**EXPLANATION OF CHARGES** 

INVOICE NO. 121949 RESP. CODE 9040 07/15/2018 INVOICE DATE **REVENUE CODE 6305** AUDIT NUMBER PAYER NUMBER 00035

AMOUNT

#### PAY FROM THIS INVOICE

LOCATION:	FOSTER AVENUE	/	AMOUNT
LOCAL SECTION:	14-00090-00-RS		
ROUTE:	FAU 1469		
SECTION:			
COUNTY :	DuPage		
JOB NO. :	C-91-081-15		
PROJECT NO .:	M-4003/407/000		
CONTRACT NO .:	61A91		
DISTRICT:	1	-	
<b>T</b> I <b>A</b>			
	kecuted 3/10/2015 between ville, and the State of Illinois	1. (24)	
-	village will reimburse the State		
for part of the con			
			¢.
FINAL VILLAGE	SHARE:		,
M230U01			\$530,965.98
Less Federal S	hare 2 70% NTE \$462,469		(\$371,676.19)
Final Local Sha	are	\$159,289.79	
Less Previous	Payments		(\$143,013.82)
Payment Due D	Pate 07/01/2018	TOTAL DUE	\$16,275.97

#### PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

MAIL TO: Illinois Department of Transportation Room 322, Harry R. Hanley Building 2300 So. Dirksen Parkway Springfield, IL 62764

INQUIRIES CONTACT: Local Agency-Agreement Analyst at 217/524-6531.

#### Invoice

BCMS2257:BCMR057

#### STATE OF ILLINOIS BCMS2257:BCMR057STATE OF ILLINOIS04/24/1813:17:27DEPARTMENT OF TRANSPORTATIONDOC ID: 0000 00000000 CONTRACTOR INVOICE

CONTRACT NBR: 61A91 FROM DATE: 05/11/16 TO DATE: 01/09/18 STATE JOB: C-91-081-15 DIST/CNTY: 01 043-DUPAGE

DOT VENDOR: C30690

ROUTE: FAU 1469 SECTION: 14-00090-00-RS PROJECT: M-4003/407/000

PAYEE:				
K-FIVE CONST	FRUCTIO	ON CO	DRP	
999 OAKMONT	PLAZA	DR	STE	200
WESTMONT		IL	6055	59

CONTR: K-FIVE CONSTRUCTION CORP 999 OAKMONT PLAZA DR STE 200 IL 60559 WESTMONT

PERCENT COMPLETED 100.00 % NET CHANGE TO DATE -2.56 % LOCAL AGENCY PART	
CONTRACT       TOTAL ADJUSTED       TOTAL AMOUNT         FAS-ID       AWARDED AMT       ADDITIONS       DEDUCTIONS       CONTRACT VALUE       DUE TO DATE	
M230U01 544,907.94 47,333.90 61,275.86 530,965.98 530,965.98	
TOTAL   544,907.94   47,333.90   61,275.86   530,965.98   530,965.98	
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ZERO PAYMENT	
APPROPRIATION: 011-49442-7900-1015 7721 ZERO PAYMT 1 OF 1 \$ 0.00<==	

SCHEDULE:

FINAL ESTIMATE 3 TOTAL \$ 0.00

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	FILE C	C O P Y	*
		1998 127 June	181265
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SQ YD 311.000	300.080	10.920	26.0000	283.92
SQ YD 405.000	405.000		23.0000	

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PROJECT: M-4003/407/000 ROUTE: FAU 1469 SECTION: 14-00090-00-RS COUNTY: DUPAGE 01 043 CONTR: C30690	00		BY COUNTY, CONS ESTIMA	ITRUCTION/SAFETY TE NUMBER 03	CODES	CONTRACT: REVIEW DATE: STATE JOB:	TT: 61A91 TE: 12/01/2017 DE: C-91-081-15
SUBJOB: FAS-ID: M230U01 COUN	COUNTY: 043	CONST/SFTY: 0005					
PAY ITEM NUMBER PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
44201735 CL D PATCH T4 7	SQ YD	478.000		386.040	91.960	20.0000	1,839.20
60251500 CB ADJ NEW T11F&G	EACH	27.000		2.000	25.000	650.0000	16,250.00
60255800 MAN ADJ NEW TIF CL	EACH	5.000		3.000	2.000	700.0000	1,400.00
60300305 FR & LIDS ADJUST	EACH	1.000			1.000	350.0000	350.00
60406510 FR & LIDS (SALVAGED)	EACH	27.000			27.000	100.0000	2,700.00
60603800 COMB CC&G TB6.12	FOOT	569.000	337.250		906.250	25.0000	22,656.25
67100100 MOBILIZATION	L SUM	1.000			1.000	32,000.0000	32,000.00
70102620 TR CONT & PROT 701501	L SUM	1.000		* *	1.000	15,000.0000	15,000.00
70102635 TR CONT & PROT 701701	L SUM	1.000			1.000	100.0000	100.00
70102640 TR CONT & PROT 701801	L SUM	1.000			1.000	100.0000	100.00
70106800 CHANGEABLE MESSAGE SN	CAL MO	6.000		6.000		1,200.0000	
70300210 TEMP PVT MK LTR & SYM	SQ FT	387.000		387.000		.0100	
70300220 TEMP PVT MK LINE 4	FOOT	3,355.000		3,355.000		.0100	
70300280 TEMP PVT MK LINE 24	FOOT	144.000		144.000		.0100	ł
70301000 WORK ZONE PAVT MK REM	SQ FT	1,711.700		1,711.700		.0100	
78000100 THPL PVT MK LTR & SYM	SQ FT	387.000		155.700	231.300	4.0000	925.20
78000200 THPL PVT MK LINE 4	FOOT	2,515.000	345.000		2,860.000	. 6500	1,859.00
78000400 THPL PVT MK LINE 6	FOOT	636.000	235.000		871.000	. 8000	696.80
78000650 THPL PVT MK LINE 24	FOOT	144.000	36.100		180.100	4.0000	720.40
88600100 DET LOOP T1	FOOT	284.000		81.800	202.200	18.5000	3,740.70
COUNTY/CONST/SAFETY TOTALS	. ST	544,907.94	47,333.90	61,275.86		530,965.98	530,965.98

3CMS057:DTGB22TS:BCMR0TS	04:24:18 11:02:26
PH4	-

PROJECT: M-4003/407/000 ROUTE: FAU 1469 SECTION: 14-00090-00-RS COUNTY: DUPAGE 01 043 CONTR: C30690 SUBJOB: FAS-ID: M230U01 COUNTY: 043 CONST/SFTY: 0005

ADJUSTED TOTAL PRICE	530,965.98 530,965.98
UNIT PRICE	530,965.98 530,965.98
ADJUSTED QUANTITY	
DEDUCTED QUANTITY	61,275.86 61,275.86
ADDED QUANTITY	47,333.90 47,333.90
AWARDED QUANTITY	544,907.94 544,907.94
UNIT OF MEASURE	SJ
PAY ITEM DESCRIPTION	FAS ID TOTALS PROJECT TOTALS
PAY ITEM NUMBER	

PAGE: 3

ILLINOIS DEPARTMENT OF TRANSPORTATION BUREAU OF CONSTRUCTION - DIVISION OF HIGHWAYS

FINAL PAY TIMATE REPORT BY COUNTY, CONSTRUCTION/SAFETY CODES ESTIMATE NUMBER 03

CONTRACT: 61A91 REVIEW DATE: 12/01/2017 STATE JOB: C-91-081-15



#### Final Report of Improvement Constructed Under the Illinois Highway Code

Local Public Agency:	Village of Bensenville				
County:	Cook and DuPage				
Section:	14-00090-00-RS				
Contractor:	K-Five Construction				

				F	inan	cial Statem	ent				
Total Funds	Red					Expen				SI	rplus/Deficit
Source		Amount		onstruction		ngineering	Rig	ht of Way			
Local - MFT	\$	250,000.00	\$	159,289.79	\$	73,838.00				\$	16,872.21
STU	\$	462,469.00	\$	371,676.19						\$	90,792.81
										\$	-
		mare	<u> </u>							\$ \$	
										\$	
										\$	
			<u> </u>							\$	-
			<u> </u>							\$	
	-		+							\$	-
										\$	-
										\$	-
										\$	-
Total Funds Received	\$	712,469.00							1	1.7	
		al Expenditures:	\$	530,965.98	\$	73,838.00	\$	-	S- Project Total:	\$	604,803.98
Remarks: The Vill	lage	5 5 5 5 S					10	and and a second second	C-91-081-15, IDO 015 IDOT letting.	T Con	tract 61A91
The improvement v	was	constructed	l in a	ccordance w	ith th	e plans app	roved	by the Dep	partment on		
Final inspection of	the	designated	work	was made b	y the	e Departmen	t on		July 27, 2015		and it wa
found to be comple	eted	substantiall	y in a	accordance v	vith t	he requirem	ents c	of the plans	Date , specifications a	nd cor	ntract. The
financial statement	is i	n accordanc	e wi	th departmen	t rec	ords.					
This improvement	sha	ll henceforth	bei	maintained by	y:		Villa	age of Ben	and the same the same same same same same same same sam		
Length as Built: Cross Section as E	5:14	5,150 Ll	<u>F</u>			M	21	Local Agen			
Road Bed Width:	built	37' E-E						Accistont F	Prepared By Director of Public Wo	ke	
Surface Type:									Title of Preparer	K5	
Nidth:		37'							ember 11, 2018		
Thickness:		7.5 inche	es					Copi	Date		
Award Date:	_	3/12/2015									
Awarded Amount:	-	\$ 544,907.	94			•		Loca	al Agency Signature	_	
									r of Public Works		
								-	Title		NI CONTRACTOR OFFICE
						0 <u> </u>		Septe	ember 11, 2018		
									Date		

Date

TYPE: Resolution SUBMITTED BY: Joe Caracci DEPARTMENT: Public Works DATE: September 18, 2018

#### **DESCRIPTION:**

Consideration of a Resolution finalizing the Motor Fuel Tax (MFT) Fund Expenditures for Village's Local Match for the Green St LAPP and the Green-York Watermain Project (IDOT Contract 63759) in the Amount of \$82,007.08

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

5
Center
18, 2018

#### BACKGROUND:

The Village applied and was awarded Federal Surface Transportation Program (STP) funding in the amount of \$770,000 (70% of estimated \$1,100,000 project) for the resurfacing of Green Street from York Road to the eastern Village limits. The federal not-to-exceed cost participation on this project was \$924,000. The Village was able to negotiate IDOT funding for this project in the not-to-exceed amount of \$576,312 due to the traffic detours related to the York-Irving intersection and grade separation projects, which would in theory shortened the average life cycle of the HMA pavement on Green St.

The Green Street-York Rd Watermain Replacement project was combined with the LAPP project for ease of construction purposes. This portion of the project was non-participating cost and was to be paid for by the Utility Capital Funds. The estimated cost of watermain improvements was \$1,200,000.00.

The project was completed in 2013 and we are now in receipt of the final invoice from IDOT for this project. The final project cost is \$2,538,901.86 of which \$1,661,647.35 is LAPP and \$877,254.51 is the watermain improvements. The entire cost of improvements is up fronted by IDOT and Village has to reimburse its portion. Based on previous phone conversations with IDOT, they are to only pay for their percentage of the final cost of the LAPP improvements, which was calculated to be \$410,306.00. Staff has worked with IDOT over recent years for them to kick in their entire share of \$576,312 as per the Local Agency Agreement. As shown on the final invoice, IDOT has committed to all of its \$576,312 for this project, which provides saving of approximately \$166,000 to the Village.

Furthermore, staff had also caught a cost participation error made by IDOT on the IL-83 median improvement projects back in 2015. This error was discovered after the first payment was made. IDOT was overcharging the Village for the stamped concrete improvements. A successful resolution to that matter has resulted in the Village receiving credit for in the amount of \$79,328.27 on the final invoice for the Green St project. The staff is in agreement with the amount of credit provided.

With the additional IDOT funding and credits, the final local share for the entire project is \$1,038,589.86 of which \$877,254.51 is for the watermain and \$161,335.35 for the LAPP. To date, Village has paid \$842,426.06 towards watermain improvements and \$20,372.32 towards LAPP. All credits from the II-83 projects was applied towards the LAPP portion.

#### **KEY ISSUES:**

Each municipality must first appropriate the estimated MFT funds to be spent in any given year using IDOT BLR 09111 form. These funds can be spent once authorized by the IDOT. Once the amount is authorized by IDOT, they will reduce the Village's unobligated MFT balance in their books by the approved amount. Any monies spent over the authorized amount will require the municipality to approve a supplemental resolution while any monies under spent will be automatically credited back to the Village's unobligated balance after the proper close out paperwork is completed.

The Village board had passed a resolution on December 9, 2014 (R-128-2014) to appropriate use of MFT funds in the amount of \$350,000 for purposes of Village's local match related to the Green St LAPP Project. The total expended MFT amount on this project is \$82,007.08, which is \$267,992.92 under the obligated \$350,000 local match.

The final project of \$2,538,901.86 received federal funding in the amount of \$924,000; State funding for \$576,312; State credits from contract 60V54 for \$6,282.80; State credits from contract 60N49 \$73,045.47 while the local match is \$82,007.08 and the non-participating watermain cost of \$877.254.51.

### ALTERNATIVES:

NA

### **RECOMMENDATION:**

Staff recommends approval the Resolution.

# **BUDGET IMPACT:**

Village's unobligated MFT balance will be credited by \$267,992.92 after the next MFT audit cycle.

### **ACTION REQUIRED:**

Resolution finalizing the Motor Fuel Tax (MFT) fund expenditures for Village's Local match for the Green St LAPP and the Green-York Watermain Project (IDOT Contract 63759) in the amount of \$82,007.08.

ATTACHMENTS:				
Description	<u>Upload Date</u>	<u>Type</u>		
Resolution	9/11/2018	Resolution Letter		
Location Map	9/11/2018	Backup Material		
Final Invoice	9/11/2018	Backup Material		
BLR 13510-Final Report	9/11/2018	Backup Material		

### **RESOLUTION NO.**

### A RESOLUTION FINALIZING THE MOTOR FUEL TAX (MFT) FUND EXPENDITURES FOR VILLAGE'S LOCAL MATCH FOR THE GREEN ST LAPP AND THE GREEN-YORK WATERMAIN PROJECT (IDOT CONTRACT 63759) IN THE AMOUNT OF \$82,007.08

WHEREAS the Village of Bensenville has received Federal Surface Transportation Program (STP) funding for the Green Street LAPP project between York Road and eastern limits of the Village, and

WHEREAS the Village board had passed a resolution on December 9, 2014 (R-128-2014) to appropriate use of MFT funds in the amount of \$350,000 for purposes of Village's local match related to the Green St LAPP Project; and

WHEREAS the construction of the project was completed in 2013; and

WHEREAS the final project invoice from Illinois Department of Transportation was received in March 2018; and

WHEREAS the final project of \$2,538,901.86 received federal funding in the amount of \$924,000; State funding for \$576,312; State credits from contract 60V54 for \$6,282.80; State credits from contract 60N49 \$73,045.47; local match is \$82,007.08 and the non-participating watermain cost of \$877.254.51.

WHEREAS the final MFT expenditure consist of \$82,007.08; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

<u>SECTION ONE</u>: The recitals set forth above are incorporated herein and made a part hereof.

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution finalizing the Motor Fuel Tax (MFT) fund expenditures for Village's Local match for the Green St LAPP and the Green-York Watermain Project (IDOT Contract 63759) in the amount of \$82,007.08.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated September 25, 2018.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk		
AYES:		
NAYS:		
ABSENT:		

# Village of Bensenville





Village of Bensenville Village Clerk 12 South Center Street Bensenville, IL 60106

EXPLANATION OF CHARGES

 LOCATION:
 GREEN STREET

 LOCAL SECTION:
 10-00087-00-RS

 ROUTE:
 FAU 3533

 SECTION:
 COUNTY :

 DUPage
 JOB NO. :

 PROJECT NO.:
 M-9003/677/000

 CONTRACT NO.:
 1

The Agreement executed 5/16/2013 between Village of Bensenville, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

### FINAL VILLAGE SHARE:

M230U01, M230U02 & M230U03 Less Federal Share 2 70% NTE \$924,000 (\$924,000.00)Less State Share Lump Sum NTE \$576,312 (\$576, 312.00)07C0U01 \$877,254.51 **Final Local Share** \$1,038,589.86 Less Previous Payments (\$862,798.38) Less Credit for Overpayment on Contract 60V54 (\$6,282.80)Less Credit for Overpayment on Contract 60N49 (\$73,045.47)Payment Due Date 03/15/2018 TOTAL DUE \$96,463.21

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

 INVOICE NO.
 121710

 RESP. CODE
 9040

 INVOICE DATE
 03/01/2018

 REVENUE CODE
 6305

 AUDIT NUMBER
 PAYER NUMBER

### PAY FROM THIS INVOICE

### AMOUNT

Invoice



### Final Report of Improvement Constructed Under the Illinois Highway Code

Local Public Agency:	Village of Bensenville	_
County:	Cook and DuPage	
Section:	10-00087-00-RS	
Contractor:	Plote Construction	

				F	inan	cial Statem	ent				
Total Funds	Rec	eived					ditures				
Source		Amount	C	onstruction	Er	ngineering		t of Way	1		urplus/Deficit
STU	\$	924,000.00	\$	924,000.00		0 0				\$	-
STATE	\$	576,312.00	\$	576,312.00						\$	-
Local-non-partcipating	\$1,	058,782.59	\$	877,254.51						\$	181,528.08
Local match-MFT	\$	350,000.00	\$	82,007.08						\$	267,992.92
IDOT Credits -60V54	\$	6,282.80	\$	6,282.80						\$	-
IDOT Credits -60N49	\$	73,045.47	\$	73,045.47						\$	-
				· · · · · · · · · · · · · · · · · · ·						\$	-
										\$	-
		Sec. 1								\$	-
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Total Funds Received	\$2.	988,422.86								<u> </u>	
		Expenditures:	\$ 2	2,538,901.86	\$	-	\$		\$ -	1	
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u> </u>	1.11	Ų.		Project Total:	\$	2,538,901.86
									r rojoot rotal.	Ψ	2,000,001.00
Remarks: The Vil	age	committed t	to fu	nd its local m	atch	for this fede	ral aid	project (C	-91-710-10 IDO	T Cor	tract 63759)
						ior and roue	i ai ai a		0111010,100	1 001	
		with its MI	FT b	alance. The	proje	ct appeared	on Apr	1 26, 201	3 IDOT letting.		
The improvement v	vas (	constructed	in a	ccordance w	ith th	e plans app	roved b	y the Dep	partment on	Jar	nuary 2, 2013
						-					Date
Final inspection of	the c	lesignated	work	was made b	by the	Departmen	t on		November 5, 201	3	and it was
									Date		
found to be comple	ted	substantially	y in a	accordance v	with th	ne requireme	ents of t	he plans	, specifications a	nd cor	ntract. The
financial statement	1				i						
financial statement	is in	accordanc	e wi	n departmen	it reco	oras.					
This improvement	holl	honooforth	hor	naintained h			Villee	a of Don			
rnis improvement	shall	nenceiortn	ber	naintained by	y:		villag	e of Ben			
							Λ.	Local Agend	cy .		
anoth on Duilty		7 545 1 5				M	41	A			
Length as Built:		7,515 LF					M	10			
Cross Section as E	unt:	Varies							Prepared By		
Road Bed Width:		Varies							irector of Public Wo	rks	
Surface Type:		HMA							Title of Preparer		
Width:		Varies						Septe	ember 11, 2018		
Thickness:		Varies							Date		
Award Date:		5/22/2013									
Award Date:	\$		9								
Award Date:	\$		9						I Agency Signature		
Award Date:	\$		9						Agency Signature		
Award Date:	\$		9				-			5	
Award Date:	_\$		9					Directo	r of Public Works		
Award Date: Awarded Amount:	_\$		9					Directo	r of Public Works		
Award Date:	_\$		9					Directo	r of Public Works Title ember 11, 2018		
Award Date:	\$		9					Directo	r of Public Works Title ember 11, 2018		
Award Date:	_\$		9					Directo	r of Public Works Title ember 11, 2018		

Date

TYPE:

### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: September 18, 2018

# **DESCRIPTION:**

Consideration of a Resolution to Waive Competitive Bidding and Authorize the Execution of a Contract with M.E. Simpson for the 2018 Leak Survey in the Not-to- Exceed Amount of \$14,800

# 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:

September 18, 2018

# BACKGROUND:

The Village of Bensenville is experiencing water loss in the amount of 17%. One of the activities that has proven to be beneficial in identifying and reducing water loss is a Village-wide leak survey. The Village strives to perform this survey annually.

The Leak survey consists of utilizing listening technology to identify potential leaks and pinpointing those leaks for evaluation. Historically, this program has identified approximately 20 leaks each year. Some of these leaks are minor, but major leaks have also been identified. Back in 2012, our leak survey identified a major leak that was estimated to contribute approximately 500,000 gallons per day. Once we repaired this leak, we saw a significant reduction in our water loss numbers.

There are a limited number of firms that perform this work. Staff has requested proposals from two local firms.

# **KEY ISSUES:**

Staff has reviewed the two submitted proposals from Associated Technical Services LTD (ATS) and M.E. Simpson. We found differences in the approach and billing procedures.

ATS submitted the lower initial cost proposal in the amount of \$9,694.08. This proposal was based on 68 linear miles of watermain. The Village actually has 80 miles of watermain. This would equate to a modified proposal of \$11,404.80. ATS also charges separately for locating any leaks that they detect. These costs are \$395 for a main leak and \$95 for a fire hydrant leak.

M.E. Simpson submitted a lump sum proposal that is all inclusive and accounts for all 80 miles of watermain. There is no additional cost for locating potential leaks. The lump sum cost submitted was \$14,800.

It is our expectation that the contractor will find approximately 20 leaks in our system. At this quantity, the ATS contract could exceed the lump sum contract of M.E. Simpson.

Staff has utilized ATS for leak detection in the past. We feel that there could be a benefit in having a different set of "ears" on this program. We have communicated with other communities that have used both contractors and received feedback that they had better service from M.E. Simpson.

Staff is recommending entering into a contract with M.E. Simpson for the 2018 Leak Survey.

### ALTERNATIVES:

- 1. Discretion of the Committee
- 2. Enter into contract with M.E. Simpson
- 3. Enter into contract with ATS

# **RECOMMENDATION:**

Staff recommends entering into a contract with M.E. Simpson.

# **BUDGET IMPACT:**

The CY2018 budget includes \$9,500 (Account No. 51050540 549990). There is sufficient funds remaining in the account to support the additional \$5,300.

# **ACTION REQUIRED:**

Approval of a Resolution to waive competitive bidding and authorize the execution of a contract with M.E. Simpson for the 2018 Leak Survey in the not to exceed amount of \$14,800.

ATTACHMENTS:		
Description	<u>Upload Date</u>	<u>Type</u>
RES - 2018 Leak Survey	9/13/2018	Resolution Letter
PROPOSAL - M.E. Simpson	9/13/2018	Backup Material
PROPOSAL - ATS	9/13/2018	Backup Material

### **RESOLUTION NO.**

# WAIVING COMPETETIVE BIDS AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH M.E. SIMPSON FOR THE 2018 LEAK SURVEY IN THE NOT-TO-EXCEED AMOUNT OF \$14,800

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 of Bensenville is currently experiencing 17% water loss, and

WHEREAS the Village of Bensenville, in an effort to reduce our water loss seek to perform a water leak survey, and

WHEREAS the Village of Bensenville has received two proposals from qualified firms, and

WHEREAS the Village of Bensenville believes that M.E. Simpson submitted a proposal that best meets our desires and expectations, and

WHEREAS the Village of Bensenville seeks to enter into a contract with M.E. Simpson for a leak survey in the not to exceed amount of \$14,800.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

<u>SECTION ONE</u>: The recitals set forth above are incorporated herein and made a part hereof.

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with M.E. Simpson to perform a leak in the not-to-exceed amount of \$14,800.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated September 25, 2018.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



08/29/2018

Mr. Max Geib Utilities Supervisor Village of Bensenville 717 E. Jefferson Street Bensenville IL. 60106

### **RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY**

Dear Mr. Geib,

M.E. Simpson Co., Inc. is pleased to present the Village of Bensenville our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that "the water is always safe to drink".

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Randy Lusk Regional Manager

3406 Enterprise Avenue Valparaiso, IN 46383

> 800.255.1521 P 888.531.2444 F

Randy Lusk Regional Manager

Randy.Lusk@mesimpson.com

# SCOPE OF WORK

# Water Distribution System Leak Survey

### The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. There will be a minimum of Two Persons per team working on the survey at <u>all times.</u>

- Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- All Field Staff will have readily observable identification badges worn while in the field.
- The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.
- Initially listen to <u>all fire hydrants, all accessible main line valves</u>, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500' between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300' between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150' between listening points.
- A "suspected leak" log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- The Project Team will <u>line locate</u> the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be "interpolated" as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- The Project Team will use "State of the Art" <u>Electronic Leak Correlators</u> to determine if a leak is present and use the same equipment to pinpoint the leak.
- For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- The locations of leaks requiring <u>immediate attention (immediate threat to life, injury or traffic)</u> will be turned in as quickly as possible to facilitate the repair process.
- The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- It may be necessary to conduct parts of the Leak Survey during "off hours" such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- Leaks verified on the customer's side of a service shut-off will not be located beyond the shutoff. If a leak appears to be on the Customers' side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- If the Utility requests leak locations beyond the service shut off on the customer's side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

• The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

# **Equipment List**

- FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- Echologics LeakFinder-ST w/hydrophones; FCS AC Digital, TriCorr Touch or Vivax-Metrotech HL6000X leak correlator systems.
- RADIO Detection Line Locators.
- Chicago Tape, Fisher M-Scope or Schonstedt magnetic locators.
- All necessary valve keys and hand tools
- Truck mounted arrow board/signage and warning lights.
- Traffic control equipment, including properly sized traffic cones with reflective stripes.

# Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. <u>It is not a perfect science</u>. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the "Project Approach". By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

"Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility. As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not "masking" another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined."

# **Utility Observations**

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

# Final Reports, Documentations & Communications

### M.E. Simpson Co, Inc. will perform the following:

- Project Team will meet daily with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A 24-hour toll-free 800 number is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- **The Project Manager will** meet with the Utility regularly for a progress report.
- **Prepare a progress report** at monthly intervals for the Utility if requested.
- Develop a Leak Survey log of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
  - 1. Mechanical deficiencies discovered
  - 2. Mapping errors on the water atlas
  - 3. Type of monitored appurtenances
  - 4. Location of same for leaks discovered
  - 5. Total estimated loss

Effective communication... accurate documentation... Insuring the success for the leak survey • **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

A cost benefit analysis of the survey based on the "cost to produce" water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey. This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.

# Assumptions & Services Provided by the Utility

- The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. <u>This person will not need to assist the Project Team on a full time basis</u>, but only on an "as needed" basis.
- The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

# PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Todd Schaefer, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



<u>Safety</u> is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. Our staff is trained in General Industry OSHA rules,
 Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.
 While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of

the necessary safety procedures to protect themselves, your staff and the general public.

### M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, <u>attempt to listen to the valve with headphones on</u>, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- Any listening points located in a "confined space" such as pit and vault installations that <u>require</u> <u>entry</u> will be treated in accordance with the safety rules regarding Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.
  - o <u>All personnel are trained and certified</u> in Confined Space Entry & Self-Rescue.
- We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA**.
  - o <u>All personnel are **trained and certified** in First Responder First Aid & CPR.</u>
- We will follow all traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).
  - <u>All personnel are trained and certified</u>, by the AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) in Traffic Control and Safety.

<u>Current documentations of safety training and certifications can be provided for all project personnel for</u> the Utility. These certifications are current and up to date (for 2018) for all project personnel.

# INVESTMENT

# A commitment to improving and maximizing the Village of Bensenville's water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the Village of Bensenville. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **80** miles of watermain within the Village of Bensenville's water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

### 2018 Leak Survey

Water Distribution System Leak Survey Program Fee (lump sum)

\$14,800.00**

**Any water main surveyed in addition to the above 80 original miles of watermain will be surveyed at the rate of \$185.00 per mile of pipe.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

ASSOCIATED TECHNICAL SERVICES LTD

www.ATSLIMITED.com



524 W. ST. CHARLES RD. VILLA PARK, IL

Office: 630.834.1558 / Fax: 630.834.5501

August 31, 2018

Village of Bensenville Department of Public Works 12 S. Center Street Bensenville, Illinois 60106

Attn: Maxwell Geib Utility Supervisor

> RE: 2018 Water Distribution System-Wide Leak Detection & Location Survey Proposal

Dear Mr. Geib,

We are pleased to present our proposal to perform a comprehensive leak location survey for the Village of Bensenville. We have an excellent track record in Bensenville that began in 1981.

ATS and Bensenville – A 36-year history of success. During that time, ATS has accurately located  $\pm$  170 leaks for Bensenville during over 130 emergency and scheduled callouts. During leak surveys of areas that were targeted by the Village, we averaged 2 leaks for every mile of water main. In 2012, ATS performed a very successful Valve Exercising Location and Assessment Program throughout the entire water system. ATS pinpointed 11 leaks, while monitoring every valve that we operated for leak sounds. In 2014, ATS preformed a Leak Detection Survey that pinpointed 23 leaks.

An ATS Leak Survey Program is the most cost-effective and time-efficient measure that a water utility can take to reduce its unaccounted-for water loss. There are three factors that create an unaccounted-for water loss figure; System Leakage, Metering Errors, and Accounting Procedures. As each discovered leak is repaired, the Village will see an immediate return on your leak survey dollars. In fact, over the years, system-wide ATS Leak Surveys average a "\$35: \$1" return in recovered water.

Nationwide studies have determined that of these three major factors, a properly performed leak survey will have the biggest positive impact in reducing a water loss. An ATS Leak Survey can accomplish this task in the least amount of time while spending a fraction of the cost of a typical meter testing & replacement program. We also recommend that both metering and accounting procedures be evaluated during any comprehensive water system audit.

Since introducing the first leak noise Correlator to water industry in 1979, ATS has earned its standing as one of the most innovative and successful leak location firms in America. We have conducted hundreds of leak surveys in cities of all sizes, ages and make-ups, across the Midwest region. Many cities have also had experience with other leak survey firms in addition to ATS. In those cities, ATS never found less than 2 to 10 times more leakage than the competitor's survey that preceded the ATS Survey.

### WATER CONSERVATION SPECIALISTS

EMERGENCY LEAK PINPOINTING • LEAK DETECTION SURVEYS • UNDERGROUND UTILITY LOCATION • GIS / GPS SURVEYS VALVE EXERCISING • CCTV PIPE INSPECTIONS • HYDRANT TESTING & FLUSHING • LOCATION EQUIPMENT SALES & TRAINING

There are good reasons why choosing ATS makes excellent business sense.

<u>Superior Experience</u> - ATS helped introduce leak location correlators, and subsequently started to specialize in leak detection in 1979. As a result, ATS has performed more leak surveys and pinpointed more leaks with this technology than anyone. ATS developed the leak survey techniques, correlator survey specs and field strategies that have become the standards for the industry. Over the years many of FCS – Fluid Conservation Systems' top people including Regional Managers, Sales Staff, Instructors and their longtime Director of Operations also received training from ATS. FCS also uses ATS for Beta testing new equipment innovations plus software upgrades and developments.

<u>Conserving Municipal Manpower and Resources</u> - Many public works departments are already stretched to their limit, providing quality services to your citizens. With our tremendous amount of municipal leak survey experience, ATS frees up your staff so that they can concentrate on their normal duties without distraction. Municipal involvement is normally answering questions and freeing up inaccessible points \ during the location phase on an "as-needed basis".

<u>24 Hour Customer Support During and After the Survey</u> – ATS never has less than two crews on call 24 hours a day / 365 day a year. ATS has a fleet of 10 Correlator Equipped "ATS Leakmobiles" out in the field five days a week. Every van is fully equipped with an experienced and trained two-person crew capable of handling any leak location or utility location situation you may have. While some water suppliers have to typically wait 3 or more hours for our competitors to arrive, ATS is almost always on the scene in 60 - 90 minutes or less of your call. No other firm consistently responds to emergencies as quickly as ATS.

<u>Superior Results</u> - Like anything in life, the person who practices their craft every day is going to have distinct and measurable advantages over the person that doesn't do it as often, and subsequently, as well. For over 39 years, ATS has been out in the field everyday performing leak surveys, underground utility locations and leak pinpointing. As a result, our listening skills are going to be that much more acute.

<u>Cost Effectiveness</u> - Compare the actual survey results found by ATS verses the others. Call on our references. We've highlighted those municipalities that have used ATS and our competition. The differences in the survey findings are remarkable.

- No one listens more intently to every accessible access point as ATS. Therefore, we detect more suspect leak sounds than anyone else.
- No one works over a suspect leak site more aggressively than ATS. We'll make multiple setups to analyze a leak from every direction. Therefore, we confirm more suspect leak sounds into confirmed leak locations than anyone else.
- ATS spends more time performing your leak survey so you can spend less time repairing them and get a greater return in recovering precious water and reducing your water losses.

Here's a conservative forecast of Bensenville's potential return on your investment with a comprehensive ATS Leak Detection and Location Survey Program.

EXAMPLE of COST EFFECTIVENESS and SURVEY FIN		<u>SS PROJECTIONS</u>
Bensenville's Average Daily Pumpage		± 1,538,664 GPD
Unaccounted-for-Water Loss (UAW)		x 17 % UAW*
Daily total estimated unaccounted for water in gallons per day (G	PD) =	= 261,572 GPD
Annual total estimated "UAW" in gallons per year (GPY)	=	95,474,101 GPY
Estimated Annual Loss in Gallons	±	95,474,101 GPY
Current water rate (\$ 6.85 per 1,000 gal)	Х	<u>\$ 6.85 / 1,000 GAL</u>
Daily Cost of a 17%* Unaccounted for Water Loss:		\$ 1,791.75 per day
Annual Cost of a 17%* Unaccounted for Water Loss:		\$ 653,988.75 per year

* Water loss figure taken from Village 2017 website data. The maximum allowable unaccounted-for water loss (non-revenue generating water loss) percentage is 10%

# Estimated Impact of an ATS Survey

10,000 (budgeted funds)  $\div$  653,988.75 (value of lost water) = 0.01 % of the water's value

In our example, an ATS Leak Survey of Bensenville's water system can help solve your water loss problems due to leakage for less than 5% of the value of this unaccounted-for water. Additional savings are found in reducing the leaking water that escapes into the sewer system without generating revenue, reduced electrical costs and chemical treatment costs. You also pro-actively find leaks before they can surface and cause emergency and unplanned overtime, repair expenses and expenditures of manpower resources. This leak survey has the potential to pay for itself in 4 days or less as leaks are repaired.

Your actual Leak Survey results may be higher or lower than our projections as current system data and the percentage or your water loss due to leakage may be different than before. However, even if only half of your water loss is due to leaks, this survey will still pay for itself many times over. With ATS, you can rest assure that every possible leak will be detected and accurately pinpointed, regardless of how much effort it takes us. With some of the other firms all you can do is hope.

A Comprehensive ATS Leak Survey is typically accomplished with these steps:

- Prepare a Proper Proposal Once our proposal has been submitted and approved, we will be in contact with you to schedule the Pre-Survey Meeting.
- Pre-Survey Meeting Upon request, a meeting will be conducted with ATS Survey Project Manager, to discuss all aspects of the project from methodology, equipment, documentation and results with the Village.
- The Designated Survey Area is divided up into manageable survey sections which are scaled directly from your maps to get the quantity of water main in each area.
- ATS Crews will check in with the Village at the start of every survey workday. You'll always know where we'll be that day and what kind of progress we're making. ATS is available after hours, for emergencies.
- Ultrasonic Leak Detection Phase of each survey sub-area. We will log every monitored appurtenance, every detected suspect leak site, all map discrepancies and any inaccessible points that need to be found or exposed so they can be surveyed.
- Develop List of Inaccessible Points that we are unable to locate or access. Submit this list the Village for preparation as needed so ATS can survey these points.
- Map Discrepancies All appurtenances that are shown incorrectly or not shown at all on your maps will be logged on our survey sheets.
- Computerized Electronic Leak Location Phase Survey every suspect leak site and accurately pinpoint every subsequently detected leak.
- Leak Location Reports are submitted as leaks are located. Leak locations are marked, diagramed and documented in detail.
- Final Survey Report Upon receipt of the leak repair information, we will gather leak repair data, calculate water loss and revenue recovery amounts and prepare Final Report. Present three copies of the comprehensive Final Survey Report to the Village.

### ATS COMPREHENSIVE LEAK SURVEY PROGRAM

The ATS Comprehensive Leak Survey Program is the most thorough and successful leak survey program in the business on two fronts – Superior Findings and Consistently Accurate Pinpointing. Put it all together and you will get the most cost-effective leak survey possible.

Incentive-Based Pricing gives the Village the most flexibility and the opportunity to save money if the water system turns out to be tighter than expected. The Village still wins if it ends up that your water system contains a good number of leaks because you won't spend an extra dollar without getting an accurate leak location in return. Since there are no fee estimates for ATS beyond the detection phase, there is obvious incentive for ATS to find as many leaks as possible for the Village. The more leaks we find, the more money you save.

# ESTIMATE OF COST

### ATS Comprehensive Leak Detection and Location Survey

The Village of Bensenville Water Distribution System primarily consists of 68 lineal miles of gray cast iron and ductile iron water main. All these pipe materials adequately transmit leak sounds. The water system serves a population of  $\pm$  18,352 residents through  $\pm$  4,900 residential and commercial water service lines. This is significant because water service line leaks are a very common leak that we find with ATS Leak Surveys. Strategically located curb-stops do come into play during actual pinpointing of a suspect service leak. But it is not necessary to monitor curb-stops during the detection phase unless a suspect leak has been detected in the vicinity. Even though curb stops are mediocre conductors of sound for leak surveying purposes, leaking service lines can be detected by our skilled technicians by using hydrants, auxiliary valves and mainline valves as listening points.

### Monitored System Appurtenances will include:

- Every fire hydrant ± 1,143
- Every accessible hydrant auxiliary valve ± 1,000
- Every main line valve ± 1,200
- Strategically located service line curb stop valves in "b-boxes". ± 200
- Approx. ± 3,543 points will be ultrasonically surveyed throughout your water system.

# "ATS INCENTIVE-BASED PROPOSAL"

Detection Phase:	
	359,040 @ \$ 0.027per lineal foot of water main = \$ 9,694.08
	\$ 0.027 per lineal foot of water main = \$ 148.56 per lineal mile of water main
Location Phase:	\$ 395.00 per leak that is determined to be a leaking water main or service line.

\$ 95.00 per leak that is determined to be a leaking Fire Hydrant.

<u>SURVEY COMPLETION TIME</u>: We estimate the detection phase of the survey can be completed in approximately 15 - 20 workdays. The duration of the location phase will depend upon the number of suspect leak sites to investigate and actual number, type and location of those pinpointed leaks. Based upon our experience, another 5 - 10 workdays for pinpointing is possible.

# Scope of Work

<u>ATS Comprehensive Survey Program</u>: <u>Every</u> fire hydrant, accessible hydrant auxiliary valve, and every mainline valve will be monitored for leak sounds. When a water system starts to get tighter, there is more emphasis on the surveyor to have to dig deeper to find the leaks that are not making obvious leak sounds. This fact makes monitoring every valve essential to finding these tough leaks. Valves are the best quality listening point possible. The thoroughness of this technique ensures that every detectable leak is found.

<u>Ultrasonic Leak Detection</u>: The existence and general neighborhood of every detected suspect leak is established with FCS S-30 ultrasonic leak detection equipment during this step. A preliminary leak size and leak type classification is also made at that time. A significant difference between an ATS Leak Survey and the other surveyors is in the ultrasonic leak detection phase's number of appurtenances that are monitored. It's a lot more work but ATS detects more leaks by listening to as many points as possible, especially mainline and auxiliary valves. Some other firms ignore valves or only monitor a cursory number of them. It's the wrong detection strategy. No one checks more points for leak sounds as accurately and as thoroughly as ATS.

<u>Detection Survey Records</u>: Every accessible fire hydrant, hydrant auxiliary valve and mainline valve is monitored for suspect leak sounds. B-Boxes are checked only in the vicinity of a detected suspect leak site. Valuable survey and system data are collected and logged on these records. This data includes: Appurtenance Type and Location, General Conditions Encountered, Accessibility, Map Discrepancies and Leak Sound Characteristics.

<u>Computerized Leak Analysis & Pinpointing</u>: Every suspect leak site, no matter how slight the sound, is electronically confirmed with one of our computerized FCS Tri-Corr Touch, FCS-Palmer AccuCorr, FCS 9090 or Sewerin SeCorr Leak Noise Correlator Systems. The pinpointing phase begins with ultrasonically resurveying every suspect leak site, electronic Correlator analysis of every suspect leak site to either eliminate a suspect leak site or accurately confirm the presence of the leak and pinpoint its exact location. By analyzing, timing and measuring leak sound waves simultaneously from two monitoring points, the leak's approximate location is pinpointed with unmatched consistenty.

Village of Bensenville 2018 Leak Survey Proposal

<u>Water Main and Valve Location</u>: All of the water main and service connections are accurately located near every leak location. This helps insure that every survey leak is pinpointed as accurately as possible. All utility line location work is expertly performed with Radiodetection RD7000, RD8000 High Performance Utility Location Systems, Schonstedt, CTS Berger and Radiodetection Ferromagnetic Metal Locators.

<u>"X" Marks the Spot</u>: The pinpointed location of every mainline, service line and valve leak will marked in the field with spray marking paint with an "X". The exceptions are homeowner's side service leaks and hydrant leaks. A "Leak Location Report" form documents the location and type, characteristics of every pinpointed leak.

<u>Leak Location Reports</u>: This is a leak site specific individual report form that details the exact location and characteristics of each pinpointed leak. These forms are submitted periodically as the leaks are pinpointed. You will provide leak repair information updates, noted on the leak report and given to ATS. This will be used to calculate water loss and revenue recovery data for the Final Report.

<u>Inaccessible Points & Map Discrepancies</u>: A list of all appurtenances that are found to be inaccessible or visually un-locatable will be submitted to the Village. ATS can return to check it, once that point has been located and/or prepared for us. We never know when we will encounter a leak that is only detectable at one listening point. This added measure will help ensure that every detectable leak is detected and pinpointed accurately.

<u>Final Report</u>: Three (3) copies of a comprehensive FINAL SURVEY REPORT will be submitted after the completion of the survey. Additional copies are available upon request. These reports detail all our survey activities and findings, including but not limited to; estimated & calculated leak sizes, revenue recovery calculations for each leak, area maps showing leak locations, leak location reports, general observations and recommendations. The Final Report will be submitted within 30 days of ATS's receipt of leak repair information.

<u>Initiating the Survey</u>: We will need your verbal authorization followed by your purchase order and / or signed ATS leak survey contracts. Please call our office to initiate your survey or schedule your pre-survey meeting, (if desired).

> Yours Truly, Associated Technical Services Ltd.

Marcie A. Kaplar Survey Manager

# **BASIC SCHEDULE OF PRICES**

# LEAK DETECTION & LOCATION SURVEYS

# (Survey Area to be defined by Village)

- 1. Minimum Leak Survey 10,000 Lineal Feet of Water Main = \$_____
- 1a. Survey Areas over 10,000 Lineal Feet of pipe will be priced as follows:

More than	But less than	Unit Price Per Lineal Foot
10,000 LF	19,999 LF	\$
20,000 LF	39,999 LF	\$
40,000 LF	59,999 LF	\$
60,000 LF	79.999 LF	\$
80,000 LF	99,999 LF	\$
100,000 LF	or More	\$ <u>0.027 .</u>

1b) <u>LOCATION:</u>

\$ 395.00 per leak that is determined to be a leaking Watermain or Service line.

\$ 95.00 flat fee for every pinpointed Hydrant Leak and Valve Leak.

# MOBILIZATION & MILEAGE: - MILEAGE IS WAIVED WHILE SURVEY IS IN PROGRESS \$ 1.75 per mile - Round Trip from ATS Office to the Project Site and back

<u>TERMS</u>: Payment is due by date noted on your invoice. ATS will, at its discretion, submit periodic invoices based upon the percentage of completion of the project. ATS also reserves the right to determine the percentage of completion for billing purposes.

<u>PLEASE NOTE</u>: All prices are based upon utmost cooperation and advance preparation by the Owner. For example, accurate plans, knowledge of the water system and making all appurtenances accessible to our survey crews. See Section II of the attached "General Conditions for Leak Surveys" for a detailed listing of responsibilities of ATS and the Owner. ATS reserves the right to adjust the "Basic Schedule of Prices" if preliminary field investigation of the survey reveals extraordinary, hazardous or otherwise adverse conditions.

### **GENERAL CONDITIONS**

### LEAK DETECTION & LOCATION SURVEYS

### Responsibility of ATS / Associated Technical Services Ltd.

- A) Two-Person crew qualified to operate the ATS Leak Detection & Location System.
- B) The "ATS Leak Detection & Location System" consists of:
- FCS S30 and FCS S20 Ultrasonic Leak Surveyor Instruments (Leak Detection Phase)
- FCS/Fluid Conservation Systems and Sewerin Leak Noise Correlators (Leak Location Phase)
- FCS and Sewerin Ultrasonic Preamplifiers (Leak Location Phase)
- FCS, Wilcoxen, Vibrometer, Sewerin Accelerometers, Gas Sensors, Hydrophone Sensors
- Radiodetection RD7000 and RD8000 Utility Location Systems; CST Berger, Fisher, Schonstedt and Radiodetection Ferro Magnetic Location Equipment for buried valve enclosures.
- C) "ATS Leakmobile" Van with self-contained power supply and /or capability of operating from an alternate VAC 60 Hz source, or suitable alternate vehicle at the discretion of ATS.
- D) Mobilization / Mileage Round Trip, Portal-to-Portal and On-Site.
- E) On-Site Consultation with Owner or their representatives as necessary.
- F) The entire area designated by the Village shall be surveyed for leakage. Detected leaks shall be pinpointed only on the part of the water system maintained by the Village. Unless it is previously specified and ordered, customer service line leaks will only be pinpointed up to the municipal side of the curb stop. Leaks on the customer side of the curb stop require a separate appointment. Your customer can contact ATS and schedule a service call.
- G) Only those leaks that are detected by the ATS Leak Survey are to be included in the pinpointing phase of this contract. Pinpointing of any incidentally or coincidentally occurring leakage, main breaks or previously known leakage that was not initially included in our proposal or as a part of this agreement will be charged at our normal rates for scheduled / emergency service call-outs.
- H) ATS will establish and mark the location of a leak in the field with marking paint and/or a field stake along with an individual ATS Leak Location Report.
- I) Whenever conditions dictate the necessity of safety precautions, ATS will provide basic traffic warning equipment and traffic control and re-direction, cones and flagmen on an as-needed basis. ATS Work Zone Safety Equipment includes but is not limited to safety vests, vehicle arrow boards, strobe warning lights and safety cones that are always used whenever our vehicles are parked during the leak survey, on residential and other light or slower traffic areas.

### GENERAL CONDITIONS FOR LEAK SURVEYS

#### **RESPONSIBILITY OF OWNER**

The Owner will insure easy access to all main line valves, valve boxes or other strategically necessary access points. This may also include exposing and cleaning out auxiliary valves and b-boxes on an as-needed basis if they will facilitate the accurate confirmation and pinpointing of a detected leak. This could include: breaking loose needed valve covers; pumping water out all valve vaults and boxes and, if necessary, removing debris from those enclosures to make the valves and adjoining pipelines accessible. The Owner will also make access available to any point or location strategically needed by ATS to perform said work at the discretion of ATS.

- If the Owner orders leak pinpointing between the curb stop and the customer's building, the Customer shall be responsible for contacting ATS. Pinpointing can be performed on a weekday during regular business hours without incurring overtime charges.
- The Owner will make available to ATS all available location maps, schematics, as-built drawings, final reports from previous leak surveys, and any other data pertaining to the area being surveyed.
- The Owner will make available knowledgeable, qualified personnel for consultation and assistance regarding the Owner's water system.
- Identify the authorized representatives of the Owner to act on behalf of the Owner and sign ATS
  agreements, purchase orders, additional work orders and provide contact information for ATS to
  check in with the Village daily.
- Give ATS right of access, and necessary identification required, and notify appropriate authorities (Police, Fire Dept., Public Works Dept., etc.) as needed of program underway.
- The Owner will provide Traffic Warning Equipment, Traffic Control and Re-Direction with Flagmen on an as-needed basis, should conditions dictate the necessity of this safety precaution. Instances such as a lane closure in a heavy traffic area may require hiring the services of a Work Zone Safety Vendor to provide the necessary traffic control equipment such as barricades, warning lights, arrow panels and temporary barriers. The Owner must approve any use of a Work Zone Safety Vendor in advance. Owner will be responsible for the costs of the Work Zone Safety Vendor.
- Owner's repair crews shall make a reasonable effort to provide ATS with accurate leak repair information whenever this data is available. Repair data should detail the following: Date of repair; type of leak; approximate size and shape of the leak orifice; approximate water pressure; and method of repair. This information is necessary for ATS to make leak size, water loss and revenue recovery calculations for a comprehensive "Leak Survey Final Report".

Please Note: ATS does not guarantee the detection or accurate pinpointing of a leak or leaks but does assure that a best effort in that regard will be put forward.

Certain input data to the ATS Leak Detection & Location System is based upon information received from the Owner. The accuracy of the Owner's data will directly affect the results of the Leak Survey. ATS will attempt to verify such data by consultation with the Owner and thereupon will have a right to rely upon the accuracy of the Owner's data. ATS is not liable for any costs to the Owner as a result of incomplete or inaccurate data supplied by the Owner or their representatives.

### ATS Experience, Manpower and Equipment

- In 1979, ATS became the first company in America to use leak noise correlators.
- ATS developed the correlator-based leak survey procedures and methodology that are considered to standard of the industry and subsequently taught by FCS and ATS.
- Every ATS field technician is fully trained and experienced in a wide range of applications. we only use top of the line state of the art equipment for all phases of leak detection and location procedures; field strategies and locating all types of underground utilities.
- ATS Crew Chiefs average over 15 30 years of Correlator Based Leak Survey Experience.
- Leading correlator manufacturers, FCS/Fluid Conservation Systems and Palmer, have relied on ATS to perform beta testing of new equipment and software developments. ATS has trained some of FCS' key staff members and provides training assistance for new personnel.
- All phases of an ATS Leak Survey are performed with a Two-Person Crew, when needed.
- ATS has a fleet of dedicated surveyor vehicles that are fully equipped with correlator systems; Utility Location Equipment and every tool needed to perform leak detection and location in all types of conditions.
- No other Leak Surveyor matches up to ATS' Level of experience, accuracy and results.

<u>Leak Survey Equipment:</u> ATS uses the best equipment available on the market today. Here are some of the key components we use to equip our ATS Leakmobile.

### Leak Detection Phase

FCS S-30 Ultrasonic Leak Surveyors FCS S-20 Ultrasonic Leak Surveyors

# Leak Location Phase

FCS TriCorr Touch Leak Noise Correlators FCS / Palmer Accu-Corr Correlators FCS C9090 Leak Noise Correlators FCS C2000 Leak Noise Correlators Sewerin SeCorr Correlators

### Transducers (Sensors)

Various piezo-electric accelerometers, Hydrophones and Gas Sensors are used depending upon the situation and sensitivity that is needed to find the leak.

### **Correlator Preamplifiers**

FCS MP-90 Ultrasonic Preamplifiers Sewerin SeCorr 08 Preamplifiers

### Utility Location Equipment

All suspect water main and adjacent water service lines are electronically traced prior to leak location, to ensure accuracy.

Trimble TDS ReconGPS LocatorMagellan CX ProfessionalGPS LocatorRadiodetection RD8100ReceiversRadiodetection RD7100ReceiversRadiodetection RD8100 TX10TransmittersRadiodetection RD7100 TX10TransmittersCST Berger RD316Metal LocatorsFisher FPID 2100Metal LocatorsSchonstedt GA-52CXMetal Locators

### Valve Operation & Assessment Systems

EH Wachs ERV-750 / TM-7 / VMT-1 Systems On-Board Survey-Grade Trimble GPS VITALS Complete Documentation Software Fire Hydrant Assessment, Flow Testing, Exercising; and Water Main Flushing ASSOCIATED TECHNICAL SERVICES LTD

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# KNOWN BY THE COMPANY WE KEEP

The clients for whom **ATS** has worked provide the best reference as to the expertise of **ATS** manpower, superior results and unmatched accuracy of **ATS** Leak Detection & Location Surveys. **ATS** surveys thousands of miles of water main and pinpoints thousands of leaks every year. The year of each city's **ATS** Leak Survey and other firms they've used are listed. We would be pleased to provide you with more references and specific details about every **ATS** Leak Survey that's listed here and those that are not on this list.

### Lake County Public Works (S)

Rod Worden, PE, Director of Public Works 847.377.7125 (ATS Surveys: 2011, 2013 - 15 water systems)

<u>Village of Plainfield</u> Allen Persons, Director of Public Works 815.436.3577 (ATS Annual Surveys: 1985 – 2011)

Village of Palatine (P) Jim Vlcek, Coordinator, Utilities Division 847.705.5200 (ATS Annual Surveys: 2002 - 2010)

<u>City of St. Charles</u> (S, W) Tim Wilson, Environmental Services Manager-PW 630.377.4405 (ATS Annual Surveys: 1990 - 2017)

<u>City of Aurora</u> (E, P) Ken Schroth, Public Works, City Engineer 630.256.3200 (ATS Surveys: 1996, Annually from 1999 - 2010)

<u>Village of Hillside</u> Joe Pisano, Director of Public Works 708.449.6450 (ATS Bi-Annual Surveys: 1988 - 2012)

Village of Villa Park (E,S,P,W) Vydas Juskellas, Director of Public Works 630.834.8505 (ATS Annual Surveys: 1992-96, 2000-05, 2011-12)

Village of Shorewood Chris Drey, Supt. of Public Works 815.725.4464 (ATS Annual Surveys: 2006 - 2017)

<u>Village of Midlothian</u> (S) Joe Sparrey, Supt. of Public Works 708.389.9658 (ATS Surveys: 1984, 2010, 2011) City of Rolling Meadows

Dan Seveska, Utilities Foreman 847.963.0500 ext. 7022 (ATS Annual Surveys: 1982 - 2013)

Village of La Grange Park (O) Brendan McLaughlin, Director of Public Works 708.352.2922 ext. 100 (ATS Annual Surveys: 1981 - 2017)

### Village of Elmwood Park (P)

Dino Braglia, Water Superintendent 708.452.7300 (ATS Annual Surveys: 1986-1989, 2005 - 2017)

### Village of Bellwood (P, O)

Marty Walker, Water Supervisor 708.547.3541 (ATS Annual Surveys: 1994 - 2013)

Village of Barrington

Phil Freund, Utility Supervisor 847.304.3360 (ATS Annual Surveys: 1993-96, 2001-2007, 2011-12)

Village of Wauconda (O)

Jacob Mann, Foreman – Water Division 847.526.9704 (ATS Survey: 2010, 2011, 2012, 2017)

<u>City of New Lenox</u> Mark Brow, Water Superintendent 815.215.4822 (ATS Surveys: 1999, 2010, 2011, 2012, 2017)

<u>Village of Grayslake</u> Chuck Bodden Jr, Director of Public Works 847.223.2867 (ATS Survey: 2011) Found over 1.3 MGD

<u>Village of La Grange</u> (*S*,*P*,*W*) Mike Bojovic, Asst. Director of Public Works 708.579.2325 (*ATS Surveys: 1989, '94, '98, 2000, 2001, 2011, 2013*)

<u>Legend</u>: (E) = Earth Tech (Rust Environmental, Donahue); (P) = ADS Environmental Services (Severn Trent, Pitometer); (S) = ME Simpson: (W) = Water Services: (O) = Others

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#### Established 1979 <u>KNOWN BY THE COMPANY WE KEEP</u>"

The following companies have benefited from the same professional high technology services that ATS can provide for you. We therefore proudly list these fine companies as references.

AT&T Bell Laboratories Abbott Laboratories Albertsons Alberto Culver Co. Alcoa Aluminum Allstate Insurance Co. Amway Corp. American Airlines Amoco Chemical Corp. Amtrak Argonne National Laboratories Arlington Park Int'l Race Track Benjamin Moore & Co. Bennett & Kahnweiler Bliss & Laughlin Steel Co. Borden, Inc. Borg Warner Brookfield Zoo Brach & Sons Candy Co. Burlington Northern R.R. Cambridge Homes Canfield's Beverage Co. Cargill Inc. Carson Pirie Scott & Co. Carus Chemical Co. Center Point Properties Chicago Bridge & Iron Chicago & Northwestern R.R. Clorox Co. College of DuPage College of Lake County Commonwealth Edison Comcast Corn Products Del Webb Communities Dominic's Finer Foods Dow Chemical Dresden Nuclear Power Station DuPont Electro-Motive Div. of GM **Exelon** Corporation Exxon Corporation Federal Aviation Administration Factory Mutual Insurance Fermilab Accelerator Laboratory Field Museum of Natural History Ford Motor Company Fort Sheridan Military Base First Brands Corp. FSC Paper Co. General Electric General Foods

General Mills General Motors Corporation Gould Electronics Inc. Governors State University Great Lakes Naval Training Ctr. Grinnel Fire Protection Helene Curtis Industries Harper Rainey College Hines VA Hospital Holiday Inn Corp. Hvatt Hotels Illinois E.P.A. Illinois American Water Co. Industrial Risk Insurance Inland Steel Inland Const. & Development Jewel Food Stores Kemper Insurance Kinder Morgan Kraft Foods La Rabida Children's Hospital Lewis University Lincoln Park Zoo - Chicago Lockheed Air Terminals, Inc. Lovola University Loyola University Medical Ctr. LTV Steel & LTV Aerospace Lucent Technologies Macy's Inc. Masonite Corporation McDonald's Corporation M&M Mars Candy Inc. Marathon Oil Company Marriot Hotels McGraw Edison Company USGA & PGA Championships Merck Pharmaceutical Michael Reese Hospital Midway Airport **Midwest Generation** Mobil Oil Corporation Morton Arboretum Motorola Museum of Science & Industry Nabisco Nalco Chemical Co. Navy Pier, Chicago Nestle NICOR Northrop Grumman Corporation Northern Telecom Northwestern University WATER CONSERVATIÓN SPECIALISTS

Northwestern Univ. Medical Ctr. O'Hare International Airport Olin Corporation Palos Community Hospital Pepper Construction Pepsi Co. Pfizer Inc. Praxair Inc. Purdue University PPG Industries Quaker Oats Co. Reynolds Metals Revere Ware Corp. Rockwell Rust-Oleum Corporation Safety Kleen Sante Fe Railway Scott Airforce Base S-K Hand Tool Corp. Sargent Welch Scientific John G. Shed Aquarium Sherwin Williams Co. Shell Oil Company State Farm Insurance Tootsie Roll Inc. Toys R Us Toyota Motors Corp. Trammell Crow Corp. Unichema Unicom Thermo Technologies Union Carbide Corp. Union Pacific Railroad United Airlines United Parcel Service Unocal Crop. US Gypsum US Steel US Postal Service US Army US Air Force US Navy University of Chicago University of Illinois University of Wisconsin Von Maur Department Stores Walgreens Waste Management US Cellular Field (White Sox) Wrigley Field (Cubs) Wrigley Gum Co. Xerox Corporation Zenith Electronics Corp.

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