Village of Carol Stream

BOARD MEETING AGENDA July 20, 2015 7:30 PM

All matters on the Agenda may be discussed, amended and acted upon

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

- 1. Approval of Minutes of the July 6, 2015 Village Board meeting.
- 2. Approval but not Release of the Executive Session Minutes of the July 6, 2015 Village Board Meeting.

C. LISTENING POST:

- 1. Representative Ives and Senator Connelly.
- 2. Year of the Volunteer Spotlight: Carole Ellermeier, President of the Carol Stream Historical Society.
- 3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Public Hearing: An amendment to the Pre-Annexation Agreement for the property located at 27W371 North Avenue, and the property located at the northeast corner of St. Charles Road and Morton Road, to allow for a five year extension to the Agreement which is currently set to expire on September 11, 2015.

E. SELECTION OF CONSENT AGENDA:

If you are here for an item which is added to the consent agenda and approved, the Village Board has acted favorably on your request.

F. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION

#14357 - Bluestone Single Tenant Properties - 170-200 W. North Avenue

Zoning Code Text Amendment

To add automobile and commercial vehicle fueling plaza as a special use in the B-3 service district.

RECOMMENDED APPROVAL 5-2

To add automobile and commercial vehicle fueling plaza to the schedule of parking requirements and a definition for the use.

RECOMMENDED APPROVAL 7-0

Text amendments to the Zoning Code to add automobile and commercial vehicle fueling plaza as a special use in the B-3 Service

District, to add a definition for the use, and to add the use to the schedule of required parking.

Special Use Permits

Planned Unit Development

Automobile and Commercial Vehicle Fueling Plaza

Special use approvals to allow for the redevelopment of the property with an automobile and commercial vehicle fueling facility, including a convenience store and quick service restaurant.

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 7-0

Preliminary/Final Planned Unit Development Plan

Preliminary/Final Planned Unit Development plan approval for an automobile and commercial vehicle fueling plaza and a future retail out lot.

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 7-0

North Avenue Corridor Review

Approval of building architecture and materials, landscape plan and site design for proposed automobile and commercial vehicle fueling plaza in accordance with North Avenue Corridor regulations.

APPROVED SUBJECT TO CONDITIONS 6-1 (No Village Board Action Necessary)

Sign Code Variations

Requests to allow ground signs along North Avenue and Gary Avenue to measure 15 feet in height versus 10 and 6 feet as allowed, respectively. **DENIED 6-1** (see accompanying staff memorandum)

Final Plat of Subdivision

Approval of a Final Plat of Subdivision to create a two-lot subdivision, one for the proposed automobile and commercial vehicle fueling plaza and one as a future retail out lot.

RECOMMENDED APPROVAL 7-0 (Defer Village Board Action Until Final Engineering Plans are ready for Approval)

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

- 1. Award a Contract for Construction Services for the WRC Pumping Station Rehabilitation Project. Staff recommends awarding a contract to DPS Equipment Services, Inc. for construction services in the amount of \$446,000.00 for the WRC Pumping Station Rehabilitation Project.
- 2. Award of Contract for Engineering Design Services-Lies Road LAFO Project-County Farm Road to Kuhn Road. Staff recommends approval of an Agreement with Transystems Corporation for Professional Services to provide Phase I and II engineering for the Lies Road LAFO project in an amount not to exceed \$33.971.10.

I. ORDINANCES:

1. Ordinance No. ____ Authorizing the Execution of a First Amendment to the Pre-Annexation Agreement. Staff recommends approval of the First

- Amendment to the Pre-Annexation Agreement with Badway Real Estate and Investments, LLC, and First State Bank.
- 2. Ordinance No. ____ Amending Chapter 16, of the Code of Ordinances of the Village of Carol Stream (Zoning Code-Automobile and Commercial Vehicle Fueling Plaza).
- 3. Ordinance No. ____ Approving a Special Use Permit for Planned Unit Development and to allow an Automobile and Commercial Vehicle Fueling Plaza in the B-3 Zoning District, and a Preliminary/Final Planned Unit Development Plan (Bluestone Single Tenant Properties, LLC, 170-200 W. North Ave.)

J. RESOLUTIONS:

- 1. Resolution No. _____ Approving Local Agency Agreement for Federal Participation Lies Road Bike Trail, from Gary Avenue to Schmale Road. Staff recommends approval of the IDOT Agreement establishing guidelines for the contract and funding of the Lies Road Bike Trail project.
- 2. Resolution No. _____ Approving Local Agency Agreement for Federal Participation-Kuhn Road Bike Trail from Lies Road to Army Trail Road. Staff recommends approval of IDOT Agreement establishing guidelines for the contract and funding of the Kuhn Road Bike Trail project.

K. NEW BUSINESS:

- 1. Parents and Teens Together, Inc. (P.A.T.T.) requests waiver of fees for the amplification permit, raffle license and manager fidelity bond. Yvonne Petit in conjunction with their 10th Anniversary is hosting a JP Fun Run event on August 29, 2015 at the Ross Ferraro Town Center and is requesting waiver of fees.
- 2. Raffle License Application for Five Summer Concerts. Staff recommends approval for waiving the raffle fee application for the upcoming summer concerts with regard to the Illinois Chapter of Operation Support Our Troops America.

L. PAYMENT OF BILLS:

- 1. Regular Bills: July 6, 2015 through July 19, 2015
- 2. Addendum Warrants: July 6, 2015 through July 19, 2015.

M. REPORT OF OFFICERS:

- 1. Mayor:
- 2. Trustees:
- 3. Clerk:

N. EXECUTIVE SESSION:

1. Salary Schedule for one or more classes of municipal employees.

O. ADJOURNMENT:

LAST ORDINANCE 2015-07-13 LAST RESOLUTION 2814 NEXT ORDINANCE 2015-07-14 NEXT RESOLUTION 2815

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

July 6, 2015

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Acting Village Clerk Robert Mellor to call the roll.

Present:

Mayor Frank Saverino, Sr. and Trustees David

Hennessey, John LaRocca, Rick Gieser, Mary

Frusolone and Matt McCarthy

Absent:

Trustee Greg Schwarze and Village Clerk Laura

Czarnecki

Also Present:

Village Manager Joe Breinig and Assistant Village

Manager Bob Mellor

*All persons physically present at meeting unless noted otherwise

Mayor Frank Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee McCarthy moved and Trustee LaRocca made the second to approve the Minutes of the June 15, 2015 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes:

5

Trustees Hennessey, LaRocca, Gieser, Frusolone

and McCarthy

Abstain:

0

Absent:

1 Trustee Schwarze

The motion passed.

LISTENING POST:

1. Resolution No. 2808 Honoring James Joseph for his Service on the Village of Carol Stream Board of Fire and Police Commissioners and Plan Commission/Zoning Board of Appeals. Resolution read by Trustee McCarthy.

Trustee McCarthy moved and Trustee LaRocca made the second to approve Resolution No. 2808, Honoring James Joseph for his Service on the Village of Carol Stream Board of Fire and Police Commissioners and Plan Commission/Zoning Board of Appeals. The results of the roll call vote were as follows:

Ayes:

5

Trustees Hennessey, LaRocca, Gieser, Frusolone

and McCarthy

Naus:

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Absent:

1 Trustee Schwarze

The motion passed.

2. Resolution No. 2809 Recognizing Ron Turner on Twenty-Five Years of Employment with the Village of Carol Stream. Resolution read by Trustee Gieser.

Trustee Gieser moved and Trustee Frusolone made the second to approve Resolution No. 2809, Recognizing Ron Turner on Twenty-Five Years of Employment with the Village of Carol Stream. The results of the roll call vote were as follows:

Ayes:

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Trustees Hennessey, LaRocca, Gieser, Frusolone

and McCarthy

Nays:

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Absent:

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Trustee Schwarze

The motion passed.

3. Resolution No. 2810 Recognizing Rich Schaffer on Twenty Years of Employment with the Village of Carol Stream. Resolution read by Trustee LaRocca.

Trustee LaRocca moved and Trustee Hennessey made the second to approve Resolution No. 2810, Recognizing Rich Schaffer on Twenty Years

of Employment with the Village of Carol Stream. The results of the roll call vote were as follows:

Ayes:

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Trustees Hennessey, LaRocca, Gieser, Frusolone

and McCarthy

Nays:

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Absent:

Trustee Schwarze

The motion passed.

4. Resolution No. 2811 Commending Bill Cleveland on Twenty-Five Years of Village Service. *Resolution read by Trustee Frusolone.*

Trustee Frusolone moved and Trustee McCarthy made the second to approve Resolution No. 2811, Commending Bill Cleveland on Twenty-Five Years of Village Service. The results of the roll call vote were as follows:

Ayes:

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Trustees Hennessey, LaRocca, Gieser, Frusolone

and McCarthy

Nays:

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Absent:

Trustee Schwarze

The motion passed.

- 5. Year of the Volunteer Spotlight: Jerry Miller, American Legion Baseball/Tournament Director, Illinois State Baseball Championship. Trustee Gieser introduced Jerry Miller who spoke about the 2015 Illinois State Baseball Championship in Carol Stream on July 29th through August 2nd.
- 6. Proclamation celebrating the 25th Anniversary of the American's with Disabilities Act. *Proclamation read by Trustee Hennessey*.
- 7. Addresses from Audience (3 Minutes). None.

PUBLIC HEARINGS:

CONSENT AGENDA:

Trustee McCarthy moved and Trustee Frusolone made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:

Ayes:

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Trustees Hennessey, LaRocca, Gieser, Frusolone and

McCarthy

Nays:

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Absent:

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Trustee Schwarze

The motion passed.

Trustee LaRocca moved and Trustee Frusolone made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes:

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Trustees Hennessey, LaRocca, Gieser, Frusolone and

McCarthy

Nays:

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Absent:

Trustee Schwarze

The motion passed.

- 1. Motion to Waive Competitive Bidding and Approve the Purchase of Large Water Meters from HD Supply in the amount of \$49,355.20.
- 2. NARCINT Task Force Interagency Agreement.
- **3.** Approval to purchase replacement Investigations Vehicle-2015 Dodge Caravan.
- **4.** Ordinance No. 2015-07-13 Repealing Ordinance 2015-06-10 in its entirety regarding decreasing and increasing the Class A Liquor License by one.
- **5.** Resolution No. 2812 Authorizing the Location, Construction, Operation and Maintenance of Village Infrastructure within the Jurisdiction of the Department of Transportation of the State of Illinois.
- **6.** Resolution No. 2813 Declaring Rx Box as Surplus Property owned by the Village of Carol Stream.
- **7.** Resolution No. 2814 Declaring Surplus Property owned by the Village of Carol Stream, Police Department.
- **8.** The Outreach Community Center requests waiver of fee for a Sound Amplification Permit.
- **9.** The Illinois Spina Bifida Association requests waiver of fee for a Sound Amplification Permit.
- **10.** Request to Realign the Wednesday-Thursday Refuse Collection Areas.
- 11. Payment of Regular & Addendum Warrant of Bills.

Trustee Frusolone moved and Trustee McCarthy made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:

Ayes:

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Trustees Hennessey, LaRocca, Gieser, Frusolone and

McCarthy

Nays:

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Absent:

Trustee Schwarze

The motion passed.

The following are brief descriptions of those items approved on the Consent Agenda for this meeting.

Motion to Waive Competitive Bidding and Approve the Purchase of Large Water Meters from HD Supply in the amount of \$49,355.20:

The Village Board approved waiving competitive bidding and the purchase of Large Water Meters from HD Supply in an amount not to exceed \$49,355.20.

NARCINT Task Force Interagency Agreement:

The Village Board approved the Intergovernmental Agreement which would allow the Police Department to assign an officer to the NARCINT Task Force.

Approval to purchase replacement Investigations Vehicle-2015 Dodge Caravan:

The Village Board approved purchasing a 2015 Dodge Caravan from Thomas Dodge in an amount not to exceed \$26,500.

Ordinance No. 2015-07-13 Repealing Ordinance 2015-06-10 in its entirety regarding decreasing and increasing the Class A Liquor License by one-552 N. Gary Avenue:

The Village Board approved repealing Ordinance 2015-06-10 with regards to the Class A Liquor License due to the changing of ownership not occurring for Spectator's Pub & Grill Inc.

Resolution No. 2812 Authorizing the Location, Construction, Operation and Maintenance of Village Infrastructure within the Jurisdiction of the Department of Transportation of the State of Illinois:

The Village Board approved Illinois Department of Transportation's permitting process.

Resolution No. 2813 Declaring Rx Box as Surplus Property owned by the Village of Carol Stream:

The Village Board declared the Rx Recycling Box surplus and returning the box to the DuPage County Health Department.

Resolution No. 2814 Declaring Surplus Property owned by the Village of Carol Stream, Police Department:

The Village Board approved declaring three Police Department vehicles as surplus so they may go to auction.

The Outreach Community Center requests waiver of fee for a Sound Amplification Permit:

The Village Board approved waiver of the amplification fee for their outdoor community barbeque in conjunction with the National Night-Out Against Crime event on Tuesday, August 4, 2015.

The Illinois Spina Bifida Association requests waiver of fee for a Sound Amplification Permit:

The Village Board approved waiver of the amplification fee for their "Walk & Roll Fundraiser and Adaptive Sports Fair" event on September 20, 2015.

Request to Realign the Wednesday-Thursday Refuse Collection Areas:

The Village Board approved Flood Brothers Disposal Company's request to realign the approved 5-day franchise collection area.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated July 6, 2015 in the amount \$1,866,398.89. The Village Board approved the payment of the Addendum Warrant of Bills from June 16, 2015 thru July 6, 2015 in the amount of \$507,801.55.

Report of Officers:

Trustee LaRocca stated congratulations to all employees for their years of service (Ron Turner-25 years, Rich Schaffer-20 years & Bill Cleveland-25 years) and to James Joseph for his service to Carol Stream. Good luck to Jerry Miller and the American Legion baseball tournament.

Trustee Gieser stated congratulations to all employees for their years of service (Ron Turner-25 years, Rich Schaffer-20 years & Bill Cleveland-25 years) and to James Joseph for his service to Carol Stream. The Annual Shape of Carol Stream is coming up on September 30th. Congratulations to the Parade Committee for this year's outstanding parade and thank you to the volunteers who helped with the parade. Thank you to the Park District, DuPage Office of Homeland Security, Village Staff, Police and Public Works Departments for their efforts and assistance with the parade and concert.

Trustee Hennessey stated congratulations to the Parade Committee for this year's outstanding parade and thank you to the volunteers who helped with the parade. He enjoyed marching in the parade and quoted George Washington "No other view then to promote the public good". Encouraged residents to participate in their community.

Trustee Frusolone stated Carol Stream is the best town to live in. She thanked staff for giving their time for the good of Carol Stream residents and thanked the Police volunteers. Never received more compliments on the fireworks display. Congratulations to all gentlemen recognized tonight for their years of service and to James Joseph for his volunteer service to the Village of Carol Stream. Thank you to the Police Department for helping out at the Park District Bicycle Safety and car seat safety event.

Trustee McCarthy stated congratulations to everyone recognized by Resolutions tonight. The parade was a blast. Fireworks were fantastic. Thank you to all volunteers and staff.

Village Attorney Rhodes congratulated all honorees tonight.

Village Manager Breinig congratulated all honorees tonight. Tonight Village Board approved a change to the Flood Brother's contract. The Village of Carol Stream and Flood Brothers, will get the word out on the day changes for garbage pick-up. Concert this Thursday is Elvis and food vendor is Charkies. In 2 weeks the concert for the troops with 7th Heaven and RocoVino as food vendor is scheduled. Tuesday, August 4th from 6-8:30 p.m. is National Night Out event. Guns vs. Hoses blood drive is Wednesday, August 5th at the Municipal Center from 3:30 to 7:30 p.m.

Mayor Saverino stated June 27th was the last Bud's Run fundraiser for the Sarcoma Foundation. Thank you Mrs. Swanson for all you did. Mayor attended the grand opening of Superstar Karate which was on June 27th. Relay for Life was held at Town Center on June 27th and was very successful. Congratulations to all employees honored tonight for their years of service. Thank you to all volunteers for July 4th.

At 8:22 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss Acquisition of Real Property, Section 2.C.5. There will be no Village Board action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:

Trustees Hennessey, LaRocca, Gieser, Frusolone and

| | | | McCarthy | |
|--------------------------------|--------------------|---|------------------|----------------------------|
| | Nays: | 0 | | |
| | Absent: | 1 | Trustee Schwarze | |
| | The motion passed. | | | |
| | | | | FOR THE BOARD OF TRUSTEES |
| | | | | |
| | | | | |
| | | | | Frank Saverino, Sr., Mayor |
| ATTEST: | | | | |
| 11112 | | | | |
| | | | | |
| | | | | |
| Laura Czarnecki, Village Clerk | | | | |

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Ayes:

Regular Meeting – Plan Commission/Zoning Board of Appeals Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois

All Matters on the Agenda may be Discussed, Amended and Acted Upon

June 22, 2015

Chairman Christopher called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Permit Systems Coordinator Roberta Vogel to call the roll. The results of the roll call vote were:

Present:

Chairman Angelo Christopher and Commissioners Dee Spink, David Creighton, Frank

Petella, Frank Parisi and Charlie Tucek.

Absent:

Commissioner John Meneghini.

Also Present:

Don Bastian, Assistant Community Development Director, Roberta Vogel Permit

Systems Coordinator, Village Attorney Jim Rhodes and a representative from DuPage

County Court Reporters.

MINUTES:

Commissioner Spink moved and Commissioner Creighton made the second to approve the minutes of the meeting of April 13, 2015.

Aves:

Commissioners Creighton, Spink, Petella, Parisi and Tucek
 Chairman Christopher

Nays: 1

Abstain: 0

Absent: 1

Commissioner Meneghini

PUBLIC HEARING:

Commissioner Creighton moved and Commissioner Spink made the second to open the Public Hearing and the motion to move Case # 15152 before Case # 14357 on the agenda. The motion passed by unanimous voice vote.

Case # 15152 – Joe and Rosanna Tungol – 619 Chestnut Drive Variation – Fence Code

Chairman Christopher swore in the witnesses, Joe and Rosanna Tungol of 619 Chestnut Drive, Carol Stream, IL 60188.

Mr. Tungol presented his case for a variance to extend their fence into the side yard by 10-12'. Although Mr. Tungol understands all the fence code regulations they asked the board to consider from a variation stand point that they have a special situation with their property that he feels were not addressed in the findings of the village staff. The fact is the city storm drain located on the property is at an elevation that is lower than the back yard, city engineers have inspected the property and they have acknowledged it is a problem but every measure Mr. and Mrs. Tungol have taken, which includes drain tiles and landscaping has not solved the problem of drainage in the back yard. Hence for the last twenty plus years they have not had total use of the yard space. Mr. and Mrs. Tungol would like to extend the side fence line 10-12' to gain usable yard space. The second issue Mr. and Mrs. Tungol would like the board to consider, which makes their situation unique, is in their given subdivision comparing properties in the same situation as they have, with a 90 degree angle, their property is the only property where the property is lower than the

rear neighbor. Based on the two variations mentioned for their property Mr. and Mrs. Tungol believe they have a unique circumstance with the property and would ask the board to consider approval of their variance.

Chairman Christopher asked if they had anything else.

Mrs. Tungol relied with an explanation of the very wet area in the yard adjacent to the deck. Mrs. Tungol explained the steps they took to help control the drainage issues in the rear yard from landscaping to drain tile. They have tried everything to help drain the water away from the middle of the yard with no success. The right side of the yard where the yard would be extended with the fence variation is flat, dry usable space. Mr. Tungol also added they understand the code requirements prevent fences from becoming a visual encroachment on the front yard of the neighboring property and to maintain open street scape. Talking to the neighbor who is directly affected by extending the fence he agreed that extending the fence would not interfere with his property. They understand that approving this variance may set precedence with the other neighbors; they believe that it would not and that their property is so unique that there would not be a similar corner with the same difficulties. Mr. Tungol thanks the Board for their time.

Chairman Christopher asked if anyone from the audience had any questions. No reply.

Chairman Christopher asked Mr. Bastian for the staff report. Mr. Bastian stated the applicant is requesting a variation for a 5' wooden fence to extend into the required side yard on a corner lot, the site plan in the packet shows they would like the fence to extend about 12' closer to the east corner of the side yard property line, along Renaissance Drive, than is allowed by the fence code, this would allow the applicants to have additional usable space within the fenced-in area of their rear yard. They have indicated that because of the local topography and the positioning of their lot, at a lower elevation than the adjacent lots, this has caused some problems with standing water in the back yard at different times throughout the year. We have provided for you the language out of the fence code that establishes the setback requirements for properties that are in this configuration where you have a corner side yard that essentially backs up to the front yard of the property behind it. Historical context has also been provided for corner side yard approvals and denials along with pictures to help the Plan commission/Zoning Board of Appeals understand each case. The code often treats the corner side yard more of a front yard and this is the difficulty the applicant is running into with this case. We are concerned the precedent this may set, not so much with what has happened in the past but what it might establish moving forward. We encourage the Plan Commission to look carefully at the findings of fact and if the Plan Commission feels there is a unique circumstance or a hardship to please be clear in making recommendations in this matter. Mr. Bastian states the staff recommends denial of the request for the fence code variation to allow the fence to extend 12' into the required corner side yard. Mr. Bastian reminds the Plan Commission this variation case does not go the Village Board and would end with their vote tonight.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioner Tucek thanks both parties for the clear concise reports. He states he drove past the property, compliments the applicant on the property and understands the need to replace the fence. Mr. Tucek suggests the bump out not be 12' but a slight bump out. He explains the fence code is what it is, but suggests some sort of bump out be agreed upon by both parties so as the Tungols would gain a little bit more usable space with a safe and elegant set back. Commissioner Tucek has one additional question, how does moving the fence alter the flooding issue?

Mr. Tungol states it does not alter the flooding issue and they have given up on rectifying the water issue. We now just want to gain usable space, we have looked into a natural fence line but esthetically it doesn't go with our neighborhood. We are asking for 12' to match the west side of the house, but we are open to the reduced bump out to gain any additional usable space.

Commissioner Creighton asks about the yard during the rainfall last week.

Mr. Tungol states the yard is still wet with standing water, which limits the use of the yard by the applicant.

Commissioner Creighton asked how long the situation has been this way.

Mrs. Tungol states that it has always been like this for 20 years.

Commissioner Creighton asked if 12' was not approved is there a smaller distance they would settle for.

Mr. and Mrs. Tungol answered with, as much as possible. They just want space.

Commissioner Creighton asks Mr. Bastian if the staff is amenable to a smaller number.

Mr. Bastian stated the staff would ask the board to identify a unique factor that would support whatever relief is granted in the board decision. Mr. Bastian spoke with the Engineering Services Department about the drainage issues and concerns and they do recall the situation and the engineering inspector indicated that he believes the drainage situation could be vastly improved with an installation of an underdrain.

Commissioner Creighton asked if the applicant had a village sewer in their yard.

Mr. and Mrs. Tungol answer yes.

Commissioner Creighton asks how the applicant feels about what Mr. Bastian explained about the underdrain.

Mrs. Tungol states they have invested time and money into the existing drain tile and the landscapers they have contacted could not guarantee anything would work. Mrs. Tungol states they would hate to invest more money on top of the fence amount without a guarantee.

Commissioner Creighton asks if landscapers are the correct persons to be speaking with for a solution.

Mr. Tungol states he doesn't know who the right person is to speak to.

Commissioner Spink asks Mr. Bastian since it is an ongoing problem why isn't the Engineering Services Department working with them to resolve this problem that has been going on for 20 years? Why rectify the problem by giving them more space instead of rectifying the drainage issue?

Mr. Bastian states the Engineering Services Department did try to offer some solutions, and if you look at the plat of survey the rear 10' and the side 5' are in a drainage easement and drainage should be expected in these areas. Over time things may have slowed the drainage ways, but the Engineering Services Department would be happy to continue to work with this property owner.

Commissioner Spink then asks what if they put the underdrain in and the issue is still not rectified what should they do, they are asking for more usable space but what can the Village do to help them rectify this is the case the variation is denied?

Mr. Bastian states that the department to help would be the Engineering Services Department.

Commissioner Petella states he feels this is the Villages fault from the beginning, and the Village should be responsible for solving the drainage issues. My question to the Tungols is with the 12' extended yard would it incorporate the tree in the side yard?

Mr. and Mrs. Tungol reply no.

Commissioner Petella states he feels that 12' would not be all that much. He's not sure if it solves the problem but it would give you some usable space.

Commissioner Parisi asks about the drainage improvement done on the property.

Mr. and Mrs. Tungol stated they had drain tile installed.

Commissioner Parisi asks where the drain tile was installed.

Mrs. Tungol explains the length and that it is not connected to the storm sewer.

Commissioner Parisi asks Mr. Bastian if the applicant considered putting additional soil and it wasn't in the Village's purview to do that, is it they are allowed to re-grade the site at the applicants cost.

Mr. Bastian stated they should contact the Engineering Services Department on this issue but there might be limitations on what type of work can be done in a drainage easement.

Commissioner Parisi asked if the 12' of additional yard space would create a bigger dry area.

Mrs. Tungol stated that the entire side yard area is completely dry and flat.

Commissioner Parisi suggests they consult a civil engineer that could give some good solid advice about the drainage issue. Commissioner Parisi feels that they would gain a considerable amount of yard space if they do the landscape buffer and recommends they consider this instead of the fence variation.

Mr. Tungol states that they did consider this but none of the neighbors had the natural landscaping fence and they feel they would stand out from the rest of the neighbors.

Chairman Christopher states that moving the fence 12' will not stop any rain; there are other cost efficient ways of correcting the drainage issues. Chairman Christopher suggested that the fence is not the way to go but that the proper underground drainage tied to the storm sewer as a bio swale or anything that could be added there to detour the water to proper location would help more than the fence.

Commissioner Petella moved and Commissioner Creighton made the second to approve the request.

The results of the roll call vote were:

Ayes: 3 Commissioners Petella, Tucek and Creighton

Nays: 3 Chairman Christopher and Commissioner Spink and Parisi

The Village Attorney stated that a 3-3 vote on the motion to approve the variation results in the request being denied. He stated that a Plan commission member could make a motion for a modified fence configuration to see if that could be approved.

Commissioner Creighton made a motion to approve a variation to allow the fence to extend five feet inot the corner side yard and Commissioner Petella made the Second, with extenuating circumstances that

the applicant was not able to rectify, the exceptional situation being not every property has a village storm sewer inlet.

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Tucek, Creighton, and Parisi

Nays: 2 Chairman Christopher, Commissioner Spink

Case # 14357 – Bluestone Single Tenant Properties, LLC. – 170-200 W. North Avenue Zoning Code Text Amendment
Special Uses – Planned Unit Development Plan
Automobile and Commercial Vehicle Fueling Plaza
Preliminary/Final Planned Unit Development Plan
North Avenue Corridor Review
Sign Code Variations
Final Plat of Subdivision

Attorney James Rhodes spoke about how the Plan Commission procedure will work for the public hearing. There are six requests for approval that Bluestone Tenant Properties, LLC has submitted. He explained the requests; we will hear testimony from all interested parties and receive evidence from all interested parties with respect to the items that have been requested. The hearing procedure will be as follows, the petitioner will be allowed to present evidence and introduce any evidence and witnesses in support of the amendment this special use variations and other approvals. Interested parties will be given the opportunity to ask any questions of the witnesses, questions asked of the witnesses must relate to the testimony that the witnesses have given. After each petitioners witness, members of the Plan Commission can then ask questions of the witnesses regarding their testimony. After the petitioner has completed his case any interested party may provide their own testimony and their own evidence with respect to the items of approval, again questions asked of any interested party must also relate to the testimony those witnesses have given. Attorney James Rhodes explains that there are sign in sheets at the back of the room for any person interested in speaking at tonight Public Hearing with respect to this item. After the interested parties have presented their case and all of the witnesses and evidence staff will provide the report to the Plan Commission, all interested parties including the petitioner will have the opportunity to ask any questions of staff with respect to any matters that are located within the staff report, then members of the Plan Commission can ask questions. After the report has been presented the petitioner has the opportunity for rebuttal or any additional information that is necessary, the Plan Commission will then go and deliberate and will base its evidence for the various items in accordance with the sections of the Code that provide the criteria for the various approvals. Recommendation is then made to the Village Board and a written decision will be prepared which includes the finding of fact of the Plan Commission. The chair may impose reasonable limitations on evidence and testimony presented barring repetitious, irrelevant or immaterial testimony but for the most part individuals will be given full opportunity to speak on any matter that is relevant to the proceedings. One noted item there was a request from one of the interested parties who indicated they would be having expert witnesses testifying and they wanted to have an opportunity to do that at a subsequent meeting, we did discuss that with the attorney for interested party we also discussed that with the Village staff and with the attorney for petitioner and the Plan Commission members were contacted regarding an alternative date and at an appropriate time this evening there will be request to continue the remainder of the hearing to next Monday, June 29, 2015 at 7:00 PM.

Chairman Christopher swore in the witnesses, Thomas R. Burney, 40 Brink Street, Crystal Lake, IL, Richard Claes, 400 North Michigan Avenue, Suite 800, Chicago, IL, Peter Lemmon, 111 West Jackson Blvd., Chicago, IL, Mike MacKinnon, 26W490 Churchill Road, Winfield, IL, Patrick Deptula, 118 Henley Point, Kingston, TN.

Mr. Don Bastian states the items being entered into the record are a notice of Public Hearing, published in The Examiner of Carol Stream on Wednesday June 3, 2015, Staff Report to the Plan Commission Board of Appeals for Case # 14357 for Plan Commission Board of Appeals meeting on June 22, 2015, the attachments to the Staff Report including location map, ariel photo, public notice, property owner consent letter, Development Narrative from Rick Claes dated May 28, 2015, General Application, Sign Code Variation Application, Special Use Application, Gary/North Avenue Corridor Application, Traffic Study Recommendations and Conclusions, Preliminary/Final PUD Plan, Landscaping Plans, Building Elevations and Color Rendering, Dumpster Enclosure Plan, Automobile and Truck Fueling Canopy Plans, Floor Plan, Sign Plans, Preliminary Engineering Plan, Circulation Plan and Plat of Subdivision, and we would also like to enter into the record the letter from Attorney Greg Jones addressed to Mr. Don Bastian dated June 19, 2015.

Attorney Thomas C. Burney states the agreement between counsels for the week extension for Attorney Greg Jones to prepare questioning.

Richard Claes of Bluestone Single Tenant Properties, LLC presented the Pilot Travel Centers Presentation, highlighting the difference between a "Day Tripper" and "Long Haul" truck drivers, Small Format Commercial Fueling Centers concept, the retail and restaurant aspects of the proposal, site improvements, the conceptual site plan layout and traffic flow, the landscape buffer plan, future out lot plan, enhancement to the landscaping to the south of the drive aisle adjacent to the Holiday Inn, sound mitigation, outdoor sales, the request for a sign variation, the Plat of Subdivision request, economic impact and summarizes the development benefits. He also discusses the construction dates with Counsel Thomas R. Burney.

Chairman Christopher asked if anyone from the audience had any questions.

Attorney Greg Jones cross examines Mr. Claes. Attorney Jones asked if the Bluestone Single Tenant Properties, LLC looked at other properties for potential sites for Pilot.

Mr. Claes states they had.

Attorney Jones asks if they looked at zoning classifications when deciding on this site.

Mr. Claes answers yes.

Attorney Jones asks if the considered any industrial zoned properties located in the area.

Mr. Claes answers there really were not any industrial zoned properties that would satisfy the use and the underline B-3 zoning in this case. Based on his 30 years' experience in the industry he felt this site was best suited for the development. It is not industrial development this is a retail development that takes both car traffic and truck traffic.

Attorney Jones asks if this is a relatively new product.

Mr. Claes answers that it is a new concept for Bluestone Single Tenant Properties, LLC that has been embraced by a variety of different retailers today.

Attorney Jones asks Mr. Claes to estimate when this type of development concept came around and states Mr. Claes said in the last 18 months or so.

Mr. Claes states Bluestone's strategy was launched 18 months ago but has been around in other facilities and companies for several years.

Attorney Jones asks about the conversations with staff about the site layout.

Mr. Claes states they have been talking with staff for about the last 6 months.

Attorney Jones asked that when the initially approached the Village staff on their proposal did it include showers.

Mr. Claes states Pilot submitted a standard set of plans they use on the interstate sites and over the last 18 months they have refined this plan to be what it is today. To answer the question the original floor plan from Pilot was their standard plan.

Attorney Jones asks so did it include showers?

Mr. Claes states yes.

Attorney Jones asks did it include gaming.

Mr. Claes states they always ask that question originally but as we stand here today there are no showers and no gaming.

Attorney Jones states that he was trying to understand if initially did it include shower, and I think it did so did the plan also include gaming.

Mr. Claes states the original plan was Pilots standard plan for an interstate location, which includes showers, gaming, a drivers lounge and variety of other things.

Attorney Jones asks if Pilot came in with one concept that was more intense for a more interstate type setting.

Mr. Claes states they came in with the prototype development which was not the original concept for this location; it was not large enough to accommodate enough parking.

Attorney Jones asks if Pilot ever anticipates adding showers or more interstate type amenities in the future.

Mr. Claes states the zoning would preclude the ability to add showers unless we requested a zoning change again. That is not the intent to add showers.

Attorney Jones asks if any of their other facilities are adjacent to hotel uses.

Mr. Claes states the one that is currently being worked on Channahon IL is at US RT-6 and I-55 and one of the out lots off the interstate off ramp is a hotel and they have 6 users interested in acquiring this lot.

Attorney Jones confirmed the location being off I-55.

Mr. Claes confirms.

Attorney Jones states this would fall under the usual struck stop use.

Mr. Claes disagrees. Thornton does not operate truck stops they operate convenience stores with gas.

Attorney Jones asks if any of the other projects are adjacent to residential properties.

Mr. Claes states yes that many of them are.

Attorney Jones asks any in particular.

Mr. Claes states West Chicago, Lombard and Alsip.

Attorney Jones asks about the turnaround time of a truck pulling in to fuel up, and asks what happens in those 30-45 minutes.

Mr. Claes states the truck would enter into the site and depending on the reason for the visit, they could fuel and leave, they could park and use facilities as needed then fuel and leave; they could park and use the facilities.

Attorney Jones asks if it is accurate to say a truck driver could use the entire facility in those 30-45 minutes.

Mr. Claes states absolutely.

Attorney Jones asks about the condition for allowing them to stay for up to 4 hours, and what would take place in those 4 hours.

Mr. Claes states that it is not a 4 hour requirement it is a 4 hour maximum limitation and explains how a 4 hour stay may be necessary for a truck driver but they can't imagine a customer needing more than 4 hours.

Attorney Jones asks about the logic for having the truck uses, fueling lane, and scale on the south side of the property.

Mr. Claes states there is a variety of considerations for that, first the staff wanted to maintain the retail Commercial Corridor feel up and down North Avenue, the IDOT access points and requirements. Second is the section of wetlands, easements, landscape buffers and detention that are required.

Attorney Jones asks if Pilot is familiar with the grade change along the south drive aisle.

Mr. Claes states there is a relatively deep ditch between the south side of the property and the Holiday Inn property.

Attorney Jones asks if Pilot is proposing any grade changes at all with the proposal.

Mr. Claes states the preliminary engineering was completed on the site but final engineering had not been done. There is a requirement for an accommodation of grade on site, one of things we were waiting to determine before final engineering and as we made this offer for a sound attenuation fence, as the best class design, would be to put an 8' tall fence on top of a berm that would give more effectiveness. The best in class standard is to put the sound barriers as close to the source of the sound as possible and we haven't work through his with staff and we thought the most effective place for the sound fence would be a landscape divider just on the other side of the diesel fueling area and the driveway to Gary Avenue.

Attorney Jones asks if they are opposed to constructing a berm along the south property line.

Mr. Claes states no we told the Holiday Inn owner back in April we would.

Attorney Jones asks if they have a distance from the south drive isle to the Holiday Inn location.

Mr. Claes states they do not and asks Mike MacKinnon for the distance, Mr. MacKinnon states there is a 40' landscape buffer plus the 30' driveway so about 75' to the Holiday Inn landscape barrier.

Attorney Jones asks if they anticipate truck queuing in the drive isle.

Mr. Claes states no and explains the detail of the diesel fueling lanes.

Attorney Jones asks, so based on your experience designing or participating in getting over 200 of these approved, would you say it's possible that queuing could occur on this site.

Mr. Claes states yes it is possible.

Attorney Jones asks, if an auto turn analysis showing anything more than the widest turn south of the fueling pumps had been done.

Mr. Claes states yes and explains the U-turn procedure from the fueling pumps.

Attorney Jones asks if he anticipates this site to attract any additional trucks beyond the 6600, as this is the only facility of this nature in the entire trade area.

Mr. Claes states the existing traffic on the roads would be the anticipated customers because there are other diesel fueling facilities nearby.

Attorney Jones asks, during your presentation you reference Public Act 094-085 which regulates idling of trucks, are you aware of the 16 exceptions to the 10 minute rule and have you installed sound fencing in other locations.

Mr. Claes states he is only aware of the act enough to put it into the proposal and they have installed sections of sound attenuation wall in a number of facilities.

Attorney Jones asks so this is a product your familiar with.

Mr. Claes states yes.

Attorney Jones asks if Mr. Claes thinks this is the highest and the best use for the property and have you conducted a formal highest and best use analysis.

Mr. Claes states that he believes it's the highest and best use of this property.

Attorney Jones asks if Mr. Claes reviewed the Villages Comprehensive Plan.

Mr. Claes states briefly.

Attorney Jones asks if Mr. Claes has participated in the Villages ongoing Comprehensive Plan update process.

Mr. Claes states he has not.

Attorney Jones states he has nothing further.

Walter Hainsfurther an architect with Design Team LLC asks, are there other businesses on this street that have to display a price on their sings.

Mr. Claes states yes.

Mr. Hainsfurther asks if they have 15' high signs.

Mr. Claes states not they he is aware of, and states that none of which have invested 9 million dollars in the facility.

Mr. Hainsfurther states no that haven't but do you know when the last service station was built or remodeled in the area.

Mr. Claes states the Shell on the corner invested some money into his property.

Mr. Hainsfurther states his sign is 10' high according to the staff report and asks if there are any signs stated in the staff report that are 15' high.

Mr. Claes states not that he recalls.

Attorney Burney asks if the gentleman was here representing someone or is he just here on his own.

Mr. Hainsfurther states one of the persons he represents is Rob Razowsky who owns the Shell Station.

Carol Findling states she is a resident of Windsor Park and asks what have you done to mitigate the problem of rain water runoff; she indicates there is a huge concrete area.

Mr. Claes states the final engineering has not been completed yet but with the preliminary engineering findings we have a very high level of confidence that we can accommodate the storm water detention plan but we haven't done the final detailed design and with that said in response to the question it's a best in class design practice which we would employ here to include oil water separators in the catch basis of the storm system.

Joe Xanthopoulos the interim executive director of Windsor Park asks who the group met with at Windsor Park.

Mike MacKinnon states it was Bob Lanzerotti and another woman.

Martin Findling resident of Windsor Park states he has a tough time seeing the site manager going out and checking the site and even if he did go out how does he know how long the trucks were parked there. He doesn't feel the 4 hour limit has meaning.

Mr. Claes states that if the site manager walks the lot every hour he may not catch the truck the first time but would certainly see the truck the second and subsequent times. There is video surveillance of the fueling and parking areas as well and states the site manager does indeed make the facility walks.

Attorney Burney asks if a traffic management agreement to enforce this restriction with the Village's Police Department would be put in place.

Mr. Claes states yes they have done this in the past.

Attorney Rhodes states that he spoke to the Village Manager and he has indicated bad weather is heading our way and we should adjourn and continue the hearing.

Mr. Claes asks to make one more comment. He speaks of a developers frustration when the developer meets with staff, works diligently with staff, spend hundreds of thousands of dollars developing a plan. reaches out to the community and states they met with the owners of the Holiday Inn, met with the Ford Dealership next door, we made an effort and maybe we didn't meet with the correct people of the senior facility but we made a valiant effort to reach out to these people, we were happy to give any information they asked for in advance to submitting to the Village, and now at the 11th hour after we publish the zoning meeting after giving all the information to the owners of the Holiday Inn and we didn't hear anything until 4 days prior to the meeting, that they are requesting a continuation on the meeting, we think this is patently unfair we are willing to be respectful of the process however we have been at this for six months to the tune of \$100,000.00.

Commissioner Spink moved and Commissioner Petella made the second to continue the meeting to June 29, 2015.

The results of the roll call vote were: Chairman Christopher and Commissioners Spink, Petella, Creighton, Tucek and Parisi, Aves: Navs: O Chairman Christopher reminded the petitioner of the continuation of the meeting to June 29, 2015 at 7:00 PM. Commissioner Spink moved and Commissioner Petella made the second to close the Public Hearing. The motion passed by unanimous vote. PRESENTATION: **NEW BUSINESS:** ADJOURNMENT: At 9:10 p.m. Commissioner Spink moved and Commissioner Petella made the second to adjourn the meeting. The motion passed by unanimous vote. FOR THE COMBINED BOARD Recorded and transcribed by. Roberta Vogel Permit Systems Coordinator Minutes approved by Plan Commission on this day of . 20 .

Chairman

Regular Meeting - Plan Commission/Zoning Board of Appeals Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois

All Matters on the Agenda may be Discussed. Amended and Acted Upon

June 29, 2015

Chairman Christopher called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Permit Systems Coordinator Roberta Vogel to call the roll. The results of the roll call vote were:

Present:

Chairman Angelo Christopher and Commissioners Dee Spink, David Creighton, Frank

Petella, Frank Parisi, John Meneghini and Charlie Tucek.

Absent:

Also Present:

Don Bastian, Assistant Community Development Director, Roberta Vogel, Permit

Systems Coordinator, Village Attorney Jim Rhodes and a representative from DuPage

County Court Reporters.

MINUTES:

Commissioner Spink moved and Commissioner Creighton made the second to approve the minutes of the meeting of June 22, 2015.

Ayes:

6

Commissioners Creighton, Spink, Petella, Parisi, Tucek and Chairman Christopher

Navs:

Abstain: 1

Commissioner Meneghini

Absent: 0

PUBLIC HEARING:

Commissioner Creighton moved and Commissioner Spink made the second to open the Public Hearing. The motion passed by unanimous voice vote.

Case # 14357 - Bluestone Single Tenant Properties, LLC. - 170-200 W. North Avenue

Zoning Code Text Amendment

Special Uses - Planned Unit Development Plan

Automobile and Commercial Vehicle Fueling Plaza

Preliminary/Final Planned Unit Development Plan

North Avenue Corridor Review

Sign Code Variations

Final Plat of Subdivision

Attorney James Rhodes opens the meeting with a statement reviewing the process for those that were not in attendance last week. As the Chairman indicated this is a continuation of the Public Hearing that commenced last Monday night with respect to the request of Bluestone Single Tenant Properties LLC for various development approvals in order to allow a development of an Automobile and Commercial Vehicle Fueling Plaza at the northwest corner of North Avenue and Gary Avenue, the petitioner was in the midst of presenting their evidence with respect to the development approvals; all of the development approvals that the chairman read will be considered at one time as part of this public hearing. The petitioner had completed the review of the first witness Mr. Richard Claes, and interested parties were

given the opportunity to ask questions of Mr. Claes. The petitioner will also be calling additional witnesses this evening and those witnesses will testify with respect to the requested development approvals. Interested parties will be given the opportunity to ask questions of those witnesses, but would like to point out that the questioning is limited to actual questions with respect to the testimony that the witnesses provided. This is not the point for individual people to provide any statements on their behalf there will be a period of time later within the public hearing for you to do so. After the petitioner has completed its case, any interested party can provide testimony and evidence with respect to the various development approvals. The petitioners will have an opportunity to ask questions of any of those individuals who are providing testimony or acting as witnesses. Member of the Plan commission are also allowed to ask questions with respect to that and staff will be providing the staff report which has already been made part of the record. The Plan Commission will deliberate with respect to the evidence presented with respect to the criteria listed within the Villages Zoning Code with respect to the Special Uses, the variance and the various approvals. From there we're simply then going to ask everyone to maintain an orderly process during the hearing and request that you refrain from making any comments during testimony. Attorney Rhodes points out that he received correspondence from Attorney Greg Jones who represents an interested party who requested an additional period of time to present their witnesses and perhaps now is the time that he make that request to the Plan Commission and provide the information he chooses to make with respect to that request.

Attorney Greg Jones addresses the lady and gentlemen of the Commission. He explains that he represents the Holiday Inn located south of the Pilot property. We are here tonight to ask questions of Pilot's witnesses to continue to move the public hearing process forward but we only recently retained a sound expert and traffic expert to analyze the documents Pilot has produced. We would like some additional time to in order to present our expert's evidence to the Plan Commission to have a full Public Hearing and understand all the issues. As the Holiday Inn is an interested party and has cooperated in the Public Hearing, it's just moving very quickly. We had a limited period of time prior to last week's meeting to retain experts, we have obtained KLOA a Traffic Consulting Firm and Schomer and Associates Inc. who are sound experts for lack of a better term. They are currently reviewing the documents we have received from Pilot, excluding the sound study being presented tonight. They just have not had enough time to review and present tonight. They have indicated if they can have their reports done in the next three weeks which would be July 20, 2015, and we'd be happy to come back for a special meeting on July 20, 2015; alternatively, if the Commission would like to resume the hearing at their regular meeting on July 27, 2015, we would also be happy to do that. We are not trying to stop or delay the process we are just trying to participate in the most meaningful way possible. Pilot has several entitlement requests one of which includes changing the text of the zoning code so this is a broader implication than just the property itself; any other property zoned similarly to Pilot could request a similar special use in the future, so there are some broad policy implications concerning the Village's land use and development policy which requires careful consideration. In addition as the Planned Unit Development includes more intense, higher standards for the petitioner to meet, we would like to have the opportunity to fully discuss that with the Commission as well. It is not unusual for this type of process to take a few months to get thru the process, the Holiday Inn is not asking for several months we are asking for three weeks and we are confident we can present our experts full testimony on July 20, 2015, or shortly thereafter and conclude our participation in the hearing.

Attorney Tom Burney states Attorney Rhodes shared with him the request from Attorney Jones on Friday. Over the weekend I had the opportunity to discuss it with my client and a letter was drafted to Attorney Jones and to the Village Attorney opposing the request for a continuance. As Mr. Claes testified last week, Bluestone representatives went out and met with the Holiday Inn representatives in early April, three months later their attorney, through no fault of his own, was retained and had no indication last week when asked to continue this hearing another week that they were now going to come back this week and request additional 3 or 4 weeks to present testimony. This is fundamentally a legislative hearing. You've afforded them and will continue to afford them the opportunity to conduct cross examination of our witnesses. We have two witnesses tonight a traffic engineer and a sound engineer. I

expect we will be finished with our case in chief by 8:15 pm, and that would include questioning by Attorney Jones. We are all here tonight, Holiday Inn's team is here and they can present any facts that are relevant, this Commission is experienced in applying the facts to the standards for a Planned Unit Development, a Special Use, the variations and the text amendment that is an approach that staff has identified to give the village greater control over this type of use. So for all those reasons we respectfully request that the Plan Commission deny the request for a continuance on these proceedings and cross examination be conducted and if the Holiday Inn or any of the other good people that are here tonight have testimony to offer that you consider that as well in reaching a recommendation to the Village Board.

Attorney Rhodes states he has read the letter from Attorney Jones and spoke Attorney Jones and received a copy of Attorney Burney's letter and spoke with him. He is unsure why the experts aren't ready if due to an inattentiveness or not, obviously there was some representations that there were conversations with the Holiday Inn quite a while ago, perhaps Holiday Inn should have been aware that there was going to be a public hearing and they were going to object or ask questions retain Attorney Jones or obtain experts beforehand but cannot speak to whether or not that should have or should not have happened. We did provide Attorney Jones with the continuance last week to tonight's date; he has indicated some of his witnesses are not available. Last week when we discussed the continuance and the procedure we indicated that the Commission has a regular meeting scheduled for July 13, 2015, and that meeting could be the hold over meeting and if in fact this hearing went longer than today's date we could then push it to July 13. My suggestion and recommendation to the Plan Commission would be that once Attorney Burney has completed his case in chief and examination of his witnesses has been completed that we proceed with the staff report and after completion of the staff report we continue the meeting the July 13, 2015, giving ample time for the Holiday Inn to discuss with their experts the testimony, with the understanding that at that point in time the Holiday Inn will present all of its witnesses and that it would be an expectation that the public hearing will be completed on July 13, 2015.

Attorney Burney clarifies Attorney Rhodes recommendation. Would the interested parties be able to present public testimony about the case? Would we then conduct questioning by the Plan Commission of our experts and would we hear the people in attendance who want to speak so that all that will be left on July 13, 2015, would be to hear from the Holiday Inn?

Attorney Rhodes states that if that is possible we are inclined to.

Attorney Jones clarifies that the Holiday Inn would have the opportunity to question Pilots experts this evening as well.

Attorney Rhodes answered yes.

Commissioner Spink objects to the continuation due to the lack of testimony and feels it is unfair.

Chairman Christopher explains that the Holiday Inn does not have its full team here.

Commissioner Spink states that Holiday Inn was the party to request an extension; she lives in the same area and states address for the record. 168 Surrey Drive.

Commissioner Petella moved and Commissioner Meneghini made the second for the Holiday Inn to present its witness on July 13, 2015, with the understanding that we are going to attempt to complete the agenda that evening.

Ayes: 5 Commissioners Creighton, Petella, Parisi, Meneghini and Chairman Christopher

Nays: 2 Commissioners Spink and Tucek

Chairman Christopher swore in the witness, Dr. Thomas Thunder of 867 Scottsdale Drive, Pingree Grove IL

Mr. Lemmon states he is with Kimley-Horn a Transportation Engineer, Civil Engineer in this profession for over 17 years doing studies of this nature. He highlights the study conducted last fall. Explains the driveway configuration and purpose on North Avenue, explains the Gary Avenue access point, traffic counts and field work analysis, IDOT's Jurisdiction over North Avenue and DuPage County over Gary. Explains the traffic expectations in and out of the site, gives percentages of peak hours. IDOT and DuPage County have provided review comments to Pilot on the design. IDOT requests work on the access driveway on North Avenue and Pilot will be redesigning the current shoulder into full right turn lanes. DuPage County Division of Transportation comments were regarding the median on Gary Avenue, which should be modified to accommodate the turns into the site.

Attorney Burney asks if Peter incorporated in part of his testimony that traffic study you previously prepared.

Mr. Lemmon states yes.

Attorney Price asks if the comments from IDOT and DuPage are in the May 2015 report submitted.

Mr. Lemmon states they are incorporated with the comments received.

Attorney Price asks if they used them for generation of traffic.

Mr. Lemmon states for a portion of the site.

Attorney Price asks if they went to any other similar facility to do an inspection and count.

Mr. Lemmon states they did not do counts at other sites.

Attorney Prices states in fact the manual that was used, the Institute of Transportation Engineers Manual, you had to do some derivation of data because the ITE manual does not give you information for diesel fueling.

Mr. Lemmon states the diesel fueling component was done separately.

Attorney Price states Mr. Lemmon derived that from different data that Pilot gave to him.

Mr. Lemmon states the study was based on different assumptions of hourly distributional data at other Pilot facilities and expectations of the amount of diesel fuel that would be sold at the site.

Attorney Price asked if they went to a particular Pilot site to confirm that's how it truly worked.

Mr. Lemmon stated they had not and it was consistent with what they had done with other projects.

Attorney Price asks what size trucks you assumed in his study.

Mr. Lemmon states the study did not include specifics truck in terms of the generation or size of trucks.

Attorney Price asked if there was any on-site modeling of movements of vehicles for conflicts.

Mr. Lemmon states it was done by the site Civil Engineer not by his company.

Attorney Price asks in his assumption about entering and exiting onto Gary Avenue does it matter to you if it's a semi-truck, a semi-truck with a sleeper cab or box truck.

Mr. Lemmon states the study was not done in terms of heavy vehicles typically it's a WB 65 which means it's a 65 foot wheel base and a typical 53 foot trailer, but it doesn't impact the volumes per say.

Attorney Price asks what design features are on the site to accommodate a greater traffic column if in fact there is one.

Mr. Lemmon states we were given an expected sales range of 400,000 to 600,000 gallons of diesel per month so our traffic generation was based on the higher end of that, we then broke that down into weekday volumes and the hourly volumes based on distribution of activity at other Pilot sites. In addition we added factors to account for non-fueling trips so for example a driver comes in and parks and uses the restroom grabs a drink and uses the facilities without refueling, with that we came up with a total projection based on the 600,000 gallons per month of 270 trucks per weekday when it broken down into the hourly variation we're talking in the range of 15-20 trucks per hour, as was discussed last week between the fueling positions, the queueing positions and the pull forward positions there is room for 24 trucks to be staging on the site not including the additional parking spaces.

Attorney Price states you have not analyzed the possible conflict movements for the truck who want to use the parking spaces to idle for 4 hours, correct, you have not done a Conflicts Analysis?

Attorney Burney interjects to be sure Mr. Lemmon had finished his statement.

Mr. Lemmon states he was finished and states he is not clear on the question.

Attorney Price states Mr. Lemmon stated there are queueing spaces for 24 trucks but not if one is trying to maneuver to get into one of those two sets of parking spaces, that's a conflict right so if one is trying to get into one of those spaces you don't have 24 queueing spaces true?

Mr. Lemmon states his point is they have 24 queueing spaces and the projected hourly volume is 15-20 so we can handle over an hours' worth of traffic just in the trucks that are queueing.

Attorney Price states you did not do a Conflict Analysis on the site of how the traffic will actually move during the day.

Mr. Lemmon states we did not look at if all 24 spaces were occupied how a truck would maneuver into a parking space at that time.

Attorney Price asked if they did it for half, a conflicts check for 12.

Mr. Lemmon states no, we did not look at what the additional maneuvers would be to get into a parking space if 24 or 12 spaces are apparently being used.

Attorney Price states that the only onsite model you did was one U-turn right?

Mr. Lemmon states I did not personally do that, but that is the understanding that trucks can maneuver and circulate through the site between the access driveways, the parking spaces and the fueling positions.

Attorney Price asks the 270 trucks a day you said are going to be here, that's your estimate, according to exhibit 3B, you have 10% of them approaching from the south true?

Mr. Lemmon states that's correct.

Attorney Price states but yet you have none of them actually entering the facility from the south?

Mr. Lemmon states that's correct.

Attorney Price asks why that is.

Mr. Lemmon states typically with traffic studies we round up to the nearest 5, the thought being that plus or minus 2 is not a significant impact on any of the capacity analysis, this is common practice with any traffic study and accepted by IDOT and DuPage County, so if we were to take 15 trucks in during the morning peak period and call it 10% we would 1½ trucks.

Attorney Prices asks but if that 1½ trucks were stacked up next to each other in the left turn lane, it would be blocking the Holiday Inn driveway right?

Mr. Lemmon states if one truck or 1 ½ trucks came in at the exact time and wanted to turn left into the site they may potentially back up two truck length.

Attorney Price states not potentially you say it on page 27 of your report. That at peak hours you're going to block the Holiday Inn driveway.

Mr. Lemmon states I do not say that.

Attorney Price states page 27 of your report. I'm sorry page 21 of your report "thus at times the maximum queueing can extend beyond the site driveway". I'm looking at the middle paragraph.

Mr. Lemmon states that is correct, this is in regards to the discussion on the North Avenue and Gary Avenue intersection and it is not related to traffic directly related to the site but to traffic on Gary Avenue.

Attorney Price states that's a conclusion that you reached assuming that there are no trucks entering from Gary Avenue northbound into the site.

Mr. Lemmon states, correct the level of service for trucks accessing the site is level of service I believe A for northbound left turns meaning there is very little delay that a northbound left turn vehicle would have accessing the site, they're only conflicting with south bond vehicles, this comment that you're referring to is in regards to the North Avenue/Gary Avenue intersection and that at times the northbound vehicle queue can extend past the driveway of the site.

Attorney Price asks what is there on the site that prevents a truck from exiting the fueling station onto Gary Avenue, making a left turn onto Gary and then making a right to go East on North Avenue, what control device is there.

Mr. Lemmon states there is nothing that would prevent someone from doing that. Most people would like to leave a site as conveniently as possible. Making a left onto Gary Avenue and then going right onto North Avenue would be less convenient. I would go to North Avenue to make the right turn.

Attorney Price asks so you would make the full U-turn to head back, go against all the incoming traffic trying to navigate that to get back out to North Avenue, that's what you would do and this is more convenient.

Mr. Lemmon states I think that would be the most convenient if there's a long queue on Gary Avenue yes.

Attorney Price states that brings me to my point about the long queue on Gary Avenue you didn't do a gap study.

M. Lemmon states we did not.

Attorney Prices states that the gap study tells you if there is enough distance for trucks to pull out onto North Avenue or onto Gary Avenue safely. True?

Mr. Lemmon states no a gap study tells you whether there are adequate gaps to make your turn not about the distance.

Attorney Price states adequate gaps to make the turn and that's not been done.

Mr. Lemmon states, that's correct and it wasn't requested by IDOT or DuPage County Division of Transportation.

Attorney Price states you talked about the level service being A but actually at peak hours the levels of service are already poor. True?

Mr. Lemmon states that at certain intersection and approaches that is correct.

Attorney Price states that in the future if this goes in it will push some of them over into the F category according to your study right?

Mr. Lemmon states you'd have to point out to which ones you're referring to.

Attorney Price states it was your opinion due to the cycle length you're going to have worse traffic service at the intersection of North and Gary.

Mr. Lemmon states the northbound levels of service remain the same grade in the AM as they do in the PM in the future, except the northbound approach during the morning peak hour where it would go from a level service E to a level service F over the threshold, and as you mentioned it is pretty common along North Avenue, the priority for the signal timing is given to North Avenue verses the side streets, it is more a function of the signal timing rather than just the traffic volumes themselves, we also have longer than normal signal timing rather than 90, 100 or 120 seconds which is what you typically see at most signals, North Avenue has cycle length of 140 seconds so basically when your stopped at North Avenue your pretty much stopped for the duration that takes you beyond the threshold for level of service E anyway.

Attorney Price you also call for a two way turn lane on Gary Avenue as a design improvement. True?

Mr. Lemmon states yes as part of our discussion with DuPage County Division of Transportation of how to transition the current northbound dual left turn lanes into the southbound left turn lane across from the Holiday Inn.

Attorney Price asks if they have a decided length that's been approved by DuPage County yet?

Mr. Lemmon states they have approved that yes.

Attorney price asks what the length is.

Mr. Lemmon states it goes from the existing driveways south to the existing southbound left turn lane at the Holiday Inn and Pro Logis' driveway.

Attorney Price asks how many trucks can be in the two-way turn lane waiting to go into the gas station before traffic spills back out onto Gary Avenue.

Mr. Lemmon states I'd have to look at the spacing of the driveways it's the same distance that would if they tried to turn into there today.

Attorney Price states the turn lane would be queueing in front of the Holiday Inn's driveway.

Mr. Lemmon states the Holiday Inn's driveway would have the same south bound left turn lane that it has today.

Attorney Price states that's the southbound turn lane, I'm talking about the northbound turn lane, now you're going to have a two lane turning lane to get into the gas station that's directly in front of the Holiday Inn's driveway.

Mr. Lemmon states he would have to review the details on the projected queue for the northbound left turn I know that the northbound left turn level of service was level service A for that movement I'd have to double check on what that actual queue length is.

Attorney Price asks if they evaluated any of the trucks passing each other on the internal drives.

Mr. Lemmon states we did not, but that DuPage County Division of Transportation actually indicated a preference for a slightly wider driveway of 40' which is wider than the original plan.

Attorney Price asks did you evaluate how many truck movements are necessary to use any of the parking spaces for the four hours.

Mr. Lemmon states he is not clear on the question.

Attorney Price states his question again, if I wanted to park after I fueled have you evaluated how many truck movements it would take to do that.

Mr. Lemmon states no, we did not review the on-site circulation or the auto turns for that movement.

Attorney Burney asks Mr. Lemmon while determining the site generation did you use conservative numbers, did you overestimate the amount of traffic that is going to be generated from this site, for example your estimates on the size of the fueling center, the size of the auto care center.

Mr. Lemmon states they did a more conservative analysis as I mentioned the expectation of the diesel fueling is between 400,000 and 600,000 diesel gallons per month we used the higher range we had for the auto care center we looked at a range of the likely uses for the retail space, gas station use and the background traffic growth on the surrounding streets in addition to what is just this site for our future conditions.

Attorney Burney asks if you have overestimated the amount of traffic that would be generated by this site.

Mr. Lemmon states it was a conservative approach.

Attorney Burney states in terms of the level of service that Attorney Jones asked you about, the level of service ratings is that being caused by the truck traffic using the diesel or by the automobile traffic that would be using the gas station.

Mr. Lemmon states that the level of service levels is a current situation. I think it was discussed a little last week that gas stations are primarily a convenience oriented use with pass by traffic meaning much of the traffic in and out of gas station is traffic that is already there. Much of this traffic is already on the streets it's just a matter of them getting into and out of the site.

Attorney Rhodes asks if anyone in the audience has any questions.

Mr. Hainsfurther an architect with Design Team LLC, representing the Razowsky family who owns the Shell Station across the street, asks about the right hand turn bay that is requested by IDOT on North Avenue to enter the site, how far back does it go, does it go all the way back to the senior housing complex.

Mr. Lemmon states it does not, the recommendation from IDOT, per IDOT standards, the right turn lane is to provide 185' storage and a 200' taper but again this is within the full depth paved shoulder that is there today, so essentially we would have a 185' striped turn lane with a taper extending another 200', and continue as it exists today.

Mr. Hainsfurther asks what the speed limit is on North Avenue at that point.

Mr. Lemmon states 45.

Mr. Hainsfurther asks how long it takes the truck to slow down to make that turn.

Mr. Lemmon states they would be slowing down prior to the 385' if they are going 45 MPH.

Mr. Hainsfurther asks assuming they can make the U-turn; let me ask beforehand is it usually in your purview to do an on-site circulation study and make recommendations on a site plan for onsite turning maneuvers.

Mr. Lemmon states yes and we have looked at this again we did not prepare the auto turn analysis we did look at it and also made recommendations which was not in the original plan as to how to separate the truck from the car movement as much as possible, so yes.

Mr. Hainsfurther states he understands that but it would be nice if we had an auto turn exhibit to help understand the turning maneuvers in the complex.

Mr. Lemmon agrees.

Mr. Hainsfurther asks the Plan Commission to request Auto Turn Analysis findings. He asks if a semi can make that turn and head back towards the North Avenue entrance also asks if there is an acceleration lane from that point further east.

Mr. Lemmon states the pavement is already there and that it would be within the existing pavement of the shoulder.

Mr. Hainsfurther asks would there be a conflict potentially between a truck that is accelerating in that lane and a car that is trying to exit.

Mr. Lemmon states potentially that is referred to as a weaving issue, the 500' spacing adheres to IDOT's guidelines for access drive spacing, particularly as Mr. Claes phrased it, which is true, a strategic regional arterial, so we have the 500' spacing, I think what you are asking is if you have a truck leaving at the same time a vehicle is approaching.

Mr. Hainsfurther states yes and asks is there enough time for a truck to accelerate before they reach the intersection and get up to speed and blend into the rest of traffic, do you have an opinion on that?

Mr. Lemmon states if a truck is looking to pull out onto the road and you have oncoming cars that's part of an issue the truck driver has to wait there for an adequate period of time to exit when there are no cars approaching.

Mr. Hainsfurther asks if a truck driver decides the easiest maneuver is the one in front of them after fueling in other words the exit on Gary. How long will it take them to go across 6 lanes of traffic which is what's there? How easy of a maneuver is that to go across 6 lanes of traffic and then turn right on North Avenue.

Mr. Lemmon states he hasn't timed how long it would take a truck to make a left turn onto Gary Avenue.

Mr. Hainsfurther states it is conceivable that a truck could get out there and block Gary as they make that left hand turn to go all the way across all the lanes of traffic.

Mr. Lemmon states it is conceivable that anybody can do that as they do today.

Mr. Hainsfurther but for a car it's a lot easier to make that left-hand turn.

Mr. Lemmon states cars accelerate quicker than trucks accelerate and it's a decision on the driver.

Mr. Hainsfurther asks do you know where the underground fueling tanks are going, and how the tanker truck is going to access and maneuver through the site.

Mr. Lemmon indicates on a slide in the presentation materials the location of the fueling tanks.

Mr. Hainsfurther so they will come in the truck side and exit.

Mr. Lemmon states just like any other truck.

Mr. Hainsfurther asks so they won't be conflicting with the car traffic.

Mr. Lemmon states yes.

Attorney Rhodes asks if anyone else any questions for the traffic engineer.

Chairman Christopher calls the next expert.

Dr. Tom Thunder introduces himself; his specialty is noise, he has a Doctorate Degree in Audiology, which is a specialist in hearing, had a practice in Palatine evaluating hearing disorders and fitting hearing instruments, and also has a background in acoustical engineering, he is board certified by the Institute of Noise Control Engineering in the area of noise engineering for 35 years. He is an auditory expert as well as a noise expert. He teaches at five universities on the subject of hearing loss prevention and industrial and community noise, he teaches at Rush University and Northern Illinois University in the area of acoustics, and hearing conservation.

Attorney Burney asks Dr. Thunder to indicate the study performed and findings.

Dr. Thunder states he was contracted by the organization to examine the noise issue because it was raised at the previous hearing. Explains background noise and ambient noise, Dr. Thunder highlights the procedure for monitoring the ambient noise levels and compares the existing ambient noise levels to the

noise level. Study results were taken from 7:30 pm Friday June 19 to 6:30 am Saturday June 20. Dr. Thunder indicates the testing equipment location, on the south drive near where the Holiday Inn is located. He highlights specific times of the evening where the noise levels fluctuate and why, explains the difference between daytime and nighttime noise. States materials used in hotels for a sound barrier and why it doesn't work, explains the noise levels for idling truck in the daytime and night time, and accelerating truck levels. States the recommendation would be that a sound attenuating wall be installed; this is not your typical fencing this is a wall and explains the design of the wall recommendation.

Attorney Burney asks would your recommendations give an opinion whether or not the adjoining property would suffer any impact from a noise standpoint.

Dr. Thunder states not if the sound attenuating walls were properly designed and situated.

Attorney Burney asks in the top right hand corner of the chart, there is some generic sound information could you explain that.

Dr. Thunder states this is data was sent to him by Mike MacKinnon, these are measurements he took with a sound level meter that he did at 9:05 PM on June 13, 2015, and I didn't rely on those measurements as part of my study but I didn't want to ignore them either so I put them into this graphic showing you his measurements of 68-77 dB in the right hand corner. I'm not sure why they are much higher than we conducted but they are. Explains the decibel loudness and shows the references of sound levels with common sound bench marks.

Attorney Burney states Dr. Thunder did not measure the sound levels of trucks that will be getting gas at Pilot but used a previous study done for Walmart's docking area. He asks, would you expect that Pilot trucks fueling would be louder or quieter than the Walmart trucks.

Dr. Thunder states he wouldn't expect them to be louder. The trucks that we measured for Walmart were not 23' step van varieties they were the large Walmart trucks, semi-trailers.

Attorney Burney thanks Dr. Thunder.

Attorney Price states there isn't actual operational data for more than one truck idling in this graph, right?

Dr. Thunder states that's correct.

Attorney Price asks if Dr. Thunder is aware that there are 270 trucks a day supposed to be on this site.

Dr. Thunder states he just heard that here tonight.

Attorney Price asks if it is true that as the air becomes colder noise travels farther.

Dr. Thunder states it's more complex than that it depends on a combination of the air temperature and the humidity as well. But of those distances we are talking about 150' or so they are not going to enter into the equation at all, only when you're talking about distances say further that a football field, you're talking 400-500' or more.

Attorney Price asks in general in the winter at night sounds travels farther than in the summer.

Dr. Thunder states that unless there's snow on the ground that would absorb the sound. It depends a lot on weather.

Attorney Price asks when its 32 degrees or less outside a truck can idle all the time true.

Dr. Thunder states he is unfamiliar with the trucking operations here.

Attorney Price states there's a law her in Illinois about idling are you familiar with the idling law in Illinois.

Dr. Thunder asks if Attorney Price is asking about truck idling.

Attorney Price answers yes.

Dr. Thunder states he is not familiar with that law.

Attorney Price asks if Dr. Thunder made any assumptions in his analysis about back up movements for these trucks.

Dr. Thunder states there are no assumptions there is actual direct movement of the Walmart trucks in a circular pattern.

Attorney Price asks but not in reverse.

Dr. Thunder indicated yes it did. It backed into a dock.

Attorney Price asks if Walmart trucks have back up horns.

Dr. Thunder states back up alarms in some cases are used but in most cases they suggest flashing lights instead during the evening hours.

Attorney Price asks how many decibels is a backup alarm.

Dr. Thunder states depends on the type of back up alarm you get there are some that are pretty loud and some that are gaged to the background level in the area.

Attorney Price asks what the range is.

Dr. Thunder states the range could be anywhere from 65-90 dB if you're standing right next to the truck.

Attorney Price states 95 decibels is clearly something much higher than the night time background noise.

Dr. Thunder states that is correct.

Attorney Price asks if he was given any information about the number of trucks that are expected to be idling for 4 hours or less at this particular Pilot site.

Dr. Thunder states at this time no.

Attorney Price asks if he was given any information about how long a truck would be idling at the fueling stations.

Dr. Thunder states not in detail.

Attorney Price states that's all he has.

Attorney Rhodes asks if anyone has any questions of the Dr. Thunder.

William Phemister resident at 333 Kensington, Carol Stream asks why they did not include in the hourly study something closer to the rush hour time. You essentially left out the loudest time of the work week.

Dr. Thunder states not by design, the weather was bad, it was raining and when making sound measurements you don't want to make sound measurements when it raining or windy that would just skew the study. One comment about why we didn't do the rush hour traffic it is very simple that would have skewed it even higher your focus is not the rush hour it is the 12 hour period between 7 pm and 7 am this is when people are looking to relax.

William Phemister states we are not just talking about people that live in a hotel we are talking residents as well and I feel those figures are flawed if you left out those time that we all have to live with.

Attorney Burney states he makes a good point but that the report, if they would have taken the hours that you suggested the ambient level would have been higher, we skewed this to a quieter test at a lower dB level in the neighborhood than compared the noise that the trucks would be making rather than taking the loudest ambient noise to compare it to, it would have made it look like there was no impact, so we took the quieter time to show the impact.

- Dr. Thunder states that it doesn't include high truck traffic and that the study was based on a lower ambient time not the higher.
- Mr. Hainsfurther asks if any readings were taken near the retirement homes that boarder to the west.
- Dr. Thunder states no he hasn't. There just wasn't the time and it seemed the focus was the Holiday Inn.
- Mr. Hainsfurther asks if that is what the client asked him to do.
- Dr. Thunder states yes.

Gary Schmitt resident at 145 Westminster Drive Carol Stream asks why the data is based on one truck rather than a number of trucks. Wouldn't 10-12 trucks create a lot more noise than one truck?

Dr. Thunder states yes but not a lot more noise, in acoustics every time you double the number of sources the sound level goes up 3 dB which to the human ear is not a noticeable difference. For example if you had two people talking over here and they were rated at 60 dB and then two others are talking over here and both of them were 60 dB combined it would be 63 decibels you go from 60 dB of one couple talking to 63 dB which is louder but a slight difference to the human ear.

Attorney Burney asks how many decibels it takes to double the dB.

Dr. Thunder answers it takes 10 dB to double the dB.

Martin Findling resident of Windsor Park asks from what you said if 4 trucks are running we would have a 12 dB increase.

- Dr. Thunder states if 4 trucks were running simultaneously, at the same time in the same spot it would be about a 6 dB increase.
- Mr. Findling asks what it would take to get to 9 dB or 12 dB.
- Dr. Thunder states it would take 10 trucks simultaneously operating, this would give you about a 10 decibel increase.

Attorney Burney states this concludes their presentation and asks if the Plan Commission has any questions.

Chairman Christopher asks the commissioner for any questions.

Commissioner Parisi asks the traffic engineer or director of operations, it was never indicated when the peak hours would be at this facility. We understand this is a 24 hour facility so if we had a peak load when would that be.

Mr. Claes states the operational standpoint of the peak hours. It differs slightly between cars and truck the cars would most definitely flow the peak traffic counts on the roadway meaning the rush hours. The trucks tend to be a slightly later peak because of the drivers' schedules.

Commissioner Parisi states most of the patrons of the Pilot would actually be day trippers, when would you expect the highest flow to be after 5:30 PM.

Mr. Claes states not much later, between 6pm to 8pm. These drivers tend to have multiple shifts so you may have a day tripper driver that starts at 6 am and ends his day at 3-4 pm. You may have a day tripper driver that starts at 9-10 o'clock and ends his day around 8pm which is why there are slightly different peak hours.

Commissioner Parisi asks what is the likelihood that you would have 24 trucks queued at one time during this time frame you described.

Mr. Claes states the likelihood that you would ever see a condition like this where you would have full size semi-trucks queueing in the area is virtually none this should not be a condition on this site. Peter Lemmon testified to what the projected peak hours were at the high-end anticipating volume at 600,000 gallons of diesel a month you simply would not see this condition if our peak hours were doing 17-18 trucks.

Mr. Lemmon states during the peak hours we had 15 trucks per hour if you break that down into the morning peak hours or in the evening peak hours that we have based on diesel transactions at other Pilots that percentage per hour comes out to about 15-20 trucks in the middle of the day.

Attorney Burney asks what is the likelihood after the peak pm periods when people are getting ready to settle down in the Holiday Inn what kind of truck traffic will be using this facility.

Mr. Lemmon states looking at the other Pilot hourly diesel distribution it decreases starting at about 5-6 pm. If we were to profile the usage it would plateau at about 10 am and go through 5 pm and then drop off.

Mr. Claes states that if the Plan Commission would like to see a breakout by hour we could certainly provide that to the staff before the next meeting.

Commission Parisi states that would be helpful, and asks the Holiday Inn to provide when the registration peak is in addition to the tent events that may be impacted by the Pilot. He states that Dr. Thunder had suggested sound attenuation walls per say and the height of the walls but does landscaping along that sound boarder help with the sound attenuation.

Dr. Thunder states less than you would think if it's landscaping where you cannot see through it and it is thick enough but doesn't feel it would be sufficient, so a sound attenuation wall would definitely be needed, not vegetation.

Commissioner Parisi states no study has been done on the wall but where would it go and how high will it be.

Dr. Thunder states that would be phase two it was a conceptual thing, in concept acoustically this is what is needed, but in terms of the exact height and in the terms of the materials, length those are all things that need to be determined.

Commissioner Parisi states that Mr. Claes had mentioned the optimal location of the wall but has trouble following it. Mr. Claes you said the closer it is to the source the better.

Mr. Claes states that the two owners of the Holiday Inn arranged a meeting with Bluestone and walked the site with them to attempt to find a neighborly resolution to their concerns and after hearing the concerns and understanding some of the information from Dr. Thunder, we think the most appropriate place for the wall is along the southern boundary. Our inclination is to get it as close to the property line with the Holiday Inn as possible, we are working with our civil engineer right now in terms of the geography of that due to the deep swale between our improvements and the Holiday Inn property a lot of that will be reengineered in a developed condition and so that is one of the considerations we took under advisement when we propose a design to the staff for review.

Attorney Burney asks do you expect between now and the meeting on July 13, 2015, you will have the opportunity to sit with staff, with Dr. Thunder's advice and propose a location for the design.

Mr. Claes states that he thinks we can certainly submit something to staff between day 7 and 14. We can submit something during the second week as a preliminary idea, one of the things I represented to the Holiday Inn owners is that we have relatively extensive landscaping planned along the back line and if the staff was agreeable we would find some way if the wall tended to be closer to the property line we could modify some of the landscaping so some would by on the Holiday Inn side and some on Pilot's side as well.

Commissioner Parisi asks Mr. Claes, from the closest Windsor Park resident to the activity, can you give a rough ball park of the distance.

Mr. Claes states his relatively educated guess would be over 1000' and we can provide an aerial exhibit with detailed dimension on the distance.

Commissioner Parisi states Mr. Claes has mentioned Pilot's policy actually has oil separators as part of the design, are there any other sustainable green measures that you're taking or considering at the Pilot facility.

Mr. Claes states Patrick Deptula is the operational representative and director of construction for Pilot.

Chairman Christopher swears Mr. Deptula in again.

Mr. Deptula states we do have oil separators as well as double wall piping; Veeder-Root TLS 350 is what we use to check tank levels as well as checking for fluid in the secondary containment in the piping area of all the dispensing equipment, this site would also use all 100% LED lighting interior and exterior.

Commissioner Parisi asks about the monument sign, he is aware of the variance in regards to the monument sign for a height of 15', as he walked the site he was trying to place the signs, from your estimation do you feel that any of the signs would block the patronage of the Holiday Inn, Shell or White Castle site lines that would prevent them from being noticed on North Avenue or Gary Avenue.

Mr. Claes states he does not and primarily if we block them in one direction they would block us in the other. So it's a balancing act, where do you put the new development sign for the best impact but also to take into consideration the existing business signage. Mr. Claes states the size of the property and road frontage is a mitigating factor in the request for the variance.

Commissioner Patella asks if you're trying to get the "day trippers" those that are on the road during the day why do you need a 24 hour facility?

Mr. Claes states the three shifts are because many of the distribution centers in the area run three shifts and also that there are operational efficiencies for an operation to run 24 hours a day rather than close in the evening hours. A substantial amount of stocking and cleaning both interior and exterior and maintenance that takes place on the third shift in addition to serving the drivers or automobiles that are on the road at that time.

Commissioner Petella asks about the car and truck separation, the cars are on the north side and the trucks on the south closer to the Holiday Inn, both cars and trucks can exit going east onto North Avenue.

Mr. Claes states there is one section of combined drive that both cars and trucks can use to enter and exit to Gary Avenue but there are two right-in, right-out drives on North Avenue.

Commissioner Petella asks Mr. Claes if he was the developer on the Thornton's station in Bensenville on 83.

Mr. Claes states he was the developer.

Commissioner Petella states he drove by there the other day and notice they blocked off the cars from the trucks and trucks from cars.

Mr. Claes states that is the preferred design in a perfect world. This site only allows so much; Gary Avenue frontage only allows for one access point to really efficiently and safely serve this site. Thornton's was a distinctive site, discussions with the Illinois Department of Transportation who had jurisdiction over both road ways about why they needed two curb cuts, that are relatively close together, that was the goal to keep cars and trucks separated. At this site we felt that the fact that we had direct access off North Avenue and the primary car customer that we are after is the eastbound customer on North Avenue and that would help keep them separate.

Commissioner Petella states he also has concerns about the trucks being able to turn around and come back out onto North Avenue. Asks about winter with the snow removal and all the other obstacles will it still be possible to turn around and exit onto North Avenue.

Mr. Claes states yes that one more piece of information that Bluestone can provide the staff is that truck turning movement template that was used, in response to some of the questions addressed to our traffic engineer, it's been our practice to use the Civil Engineers to design the on-site conditions and rely on experts like Peter Lemmon for the exterior roadway. We could have had the Civil Engineer here but we didn't think there were issues in that regard.

Commissioner Petella asks will two trucks be able to comfortably pass each other on the inlet off North Avenue.

Mr. Claes states yes that was a discussion with both IDOT and DuPage County Department of Transportation and we a willing to make accommodations in the event there is one needed along this aisle.

Commissioner Petella asks about the improvements to the turning lanes on Gary Avenue.

Mr. Claes states there are modifications of the exiting median.

Commissioner Petella asks who is responsible for that modification.

Mr. Claes states it is on Pilot to make the modifications.

Commissioner Petella asks who will operate that truck scale.

Mr. Claes states it will be operated by Pilot.

Commissioner Petella asks if the scale will be available to the police for routine checks.

Mr. Claes asks for what reason would the scale be used by the police.

Commissioner Petella states for overweight violations.

Mr. Claes states that CAT is the nationally recognized leader for commercial vehicle scales. What CAT does is offer the driver the opportunity to come in and weigh their freight, then the truck driver is given printed a ticket that states you weighed at a CAT Scale. So if a driver has a ticket with the location and time on it and he gets pulled over by police he shows his ticket and if for some reason the truck is overweight CAT pays the ticket on behalf of the driver. So it is more of a preventive measure for the trucks to be traveling on the roadway rather than an enforcement measure for police, although what I've seen happen in some of the other facilities, if a driver doesn't have a ticket he may be escorted to the facility to be weighed in.

Commissioner Petella asks Dr. Thunder if you have 20 trucks idling on the south property how does this affect the people at Windsor Park that are about 1000' away, because now the volume has doubled.

Dr. Thunder states if you had that may trucks idling at once it would go up about 10 dB, but bear in mind I have not done any study in that area so I don't know how far it is but you have to remember the noise decays by 6dB's when doubling the distance, so there's a drop of noise going on there too even though there may be an increase of trucks.

Commissioner Petella asks to explain the doubling of what distance.

Dr. Thunder explains that if you double the reference distance for instance if you are 500' away and measured 60dB and now your 1000' away the level drops 6 dB. So every doubling of distance it drops 6 dB's, it drops fairly rapidly during the first few hundred feet and then it levels off.

Commissioner Petella asks if they have contracted Dr. Thunder to do any further research into that, but I'm sure the residents at Windsor Park would like that information. He asks are there going to be signs on both sides of the property, on North Avenue and Gary Avenue.

Mr. Claes states yes there will be two signs.

Commissioner Petella asks if they are asking for both signs to be 15'.

Mr. Claes states yes and part of the reason for that is the other variances that have been granted in the area the Ford Dealership is 20' high the Holiday Inn was given a 13.5' high variance, and for the amount of retail space on the property there's a need for the signage space.

Commissioner Petella asks if the restaurant will be 24 hours as well, will the whole facility be open 24 hours.

Mr. Claes states yes the whole facility will be open 24 hours and turns to Mr. Deptula.

Mr. Deptula states all Pilot facilities, all 600 plus of them, are open 24 hours.

Commissioner Petella thanks Pilot for thinking of Carol Stream for the facility.

Commissioner Spink asks how often the weight scale would be used, how much traffic will be conducted through the scale.

Mr. Deptula states it would be reflective of the traffic count at our lanes; a truck would not pull into our site just to scale.

Commissioner Spink asks if you have 24 trucks it's a possibility you could have 24 trucks using the scale.

Mr. Deptula states it is a possibility.

Commissioner Spink asks how often do think this may happen. Asks for an opinion on what you think might happen since she is not sure of the process.

Mr. Deptula states the scenario that Commissioner Spink mentioned if we had 24 trucks fueling would all 24 trucks scale, that's unlikely. We may be able to provide some data to the Commissioners before the next meeting, a sales count and how it's related.

Commissioner Spink asks how much more noise and traffic are we going to continue rotating through the process at the Pilot.

Mr. Deptula states the scale is not going to be an independent visit.

Commissioner Spink asks wouldn't a trucker know how much they weigh already, why would they need to scale again.

Mr. Deptula states it depends on how the trailer is loaded, how is distributed in the trailer, that is when you see the police checking for weight, they are actually checking each axle and so it very important that they know how much weight is on each axle.

Mr. Claes adds more often than not drivers will want to weigh after they fuel so the weight of the fuel is calculated in the overall weight.

Commissioner Spink asks if other government bodies would be interested in having the scale because it could be used by all.

Mr. Claes asks what the rationale is.

Commissioner Spink states her rationale is are the police going to be using the scale to weigh trucks.

Mr. Claes states that because of the absence of fueling facilities that cater to the larger trucks it's a window of opportunity for the local drivers that aren't traversing I-80 or I-55 and passing the state mandated weigh stations to kind of skirt the weight limits on the streets and ultimately what the local and county law enforcement are trying to do is protect the undue wear and tear on the road.

Commissioner Spink asks how many truckers will be using the scale. Will this create more traffic?

Attorney Burney suggests Pilot get more data of what kind of sales are evident to the scale and submit it to the staff before the next meeting.

Commissioner Spink asks about the parking stall count.

Mr. Claes states it is 21.

Commissioner Spink asks about the ability to park four hours and charge the battery.

Mr. Deptula states we do not plan on that it is not intended to be an overnight facility.

Commissioner Spink states that she lives at 168 Surry Drive across North Avenue I back up to Easton Park, about the noise level that exists now, the traffic noise bounces off the townhouses there, in the evenings we hear the Holiday Inns' tent parties so although I would like the fence to go up the sound will then bounce off the wall and a cross the street, she would like to know if someone could do sound study in this area because it is loud now.

Mr. Claes states Dr. Thunder testified where the readings were taken for the sound study was significant to the entire depth of our site. He testified that the incremental noise to the Holiday Inn property line was relatively constant except into the late evening hours I would think you would even have less impact if you took readings at North Avenue because you are directly at the road.

Commissioner Spink is speaking about across the street not at North Avenue and Gary she is talking about the people on the opposite side of Windsor Park.

Mr. Claes asks on the same side of North Avenue.

Commissioner Spink states on the opposite side, the north side.

Attorney Burney requests Dr. Thunder speak and asks Dr. Thunder if he understands the questions.

Commissioner Spink states she is concerned sound will be bouncing, the noise coming from North Avenue since the trees have been removed sound has increased.

Dr. Thunder explains that vegetation has some ability to absorb sound but I would guess that the traffic count has increased and with traffic increase the noise level will increase.

Commissioner Spink states she is concerned that with more truck traffic the sound will increase even more.

Attorney Burney states that was what Mr. Lemmon testified to, we are not increasing traffic to this site as this is all traffic that exists.

Commissioner Spink asks is Pilot is going to have major contracts with large companies.

Mr. Deptula states they have direct bill accounts with some larger companies.

Commissioner Spink wants to know if they are going to cater to large delivery companies.

Mr. Deptula states they most certainly may but he doesn't see them having any contracts with the US Postal Service.

Commission Spink asks if they have contracts with any major companies.

Mr. Deptula states they do.

Commissioner Spink asks who with.

Mr. Deptula states they are not local to Carol Stream; they have direct billing with Swift Trucking.

Chairman Cristopher asks for a 5 minute break.

After the break, Chairman Christopher states we are continuing questions to his right.

Commissioner Creighton states he intends to ask more questions on July 13, 2015, after we hear Mr. Jones and his experts to clear some things up but I do want to clarify one thing with Mr. Claes, on your presentation that we received on Page 32, the 22' sign for the CAT Scale it says withdrawn upon staff objection is that officially withdrawn, you're not asking for that?

Mr. Claes states yes.

Commissioner Creighton asks if we need to note that when voting.

Assistant Community Development Director Bastian states they have eliminated the request from the package, so whatever signs they would like to build for the scale would have to comply with the sign code.

Commissioner Creighton asks if Mr. Claes considered acquiring the property at 120 N. Gary Avenue between the White Castle and the Holiday Inn.

Mr. Claes states yes we considered that but it was economically unfeasible.

Commissioner Creighton states that might have been something they could have used to separate the cars and trucks.

Mr. Claes states that in his opinion, IDOT and DuPage County Division of Transportation, which have jurisdiction over the proximity of that potential cut to Gary Avenue, would not look favorably on the new cut along that frontage in addition to the one we have. So if you look at the existing condition now if you go out to the site you can see that there is a driveway onto the existing Brunswick and White Castle driveway with a permanent easement because they were denied the curb cut to Gary Avenue.

Commissioner Meneghini has no questions at this time.

Commissioner Tucek asks Dr. Thunder about the Illinois truck idling law and regulations he is not sure if it, is a negative or positive.

Dr. Thunder states he does not know.

Commissioner Tucek asks if anyone else can answer.

Mr. Deptula states when he looked it up each municipality have its own laws about idling.

Chairman Christopher asks would you be in favor of doing a sound study to determine impacts on Windsor Park.

Mr. Claes states yes.

Chairman Christopher asks would you be in favor of providing a turn study for a left out on Gary Avenue for Eastbound trucks.

Mr. Claes states I believe we have already done that.

Chairman Christopher asks Mr. Bastian if we have the study.

Mr. Bastian states that staff provided the Recommendations and Conclusions portion of the traffic study in original staff report packet for the June 22 Plan Commission meeting, but that we will provide the Plan Commission with the entire traffic study in the next packet.

Mr. Claes states that if it needs to be augmented in some way we will get with the traffic engineer and submit additional information.

Chairman Christopher asks Dr. Thunder would you be in favor to do the same thing for the Windsor Park if need be.

Mr. Claes states I would prefer we collect the data and make a decision based on the data.

Attorney Rhodes states the petitioner is going to provide more information at the next meeting so his suggestion would be we have Don give the summary of the staff report that has been done then.

Attorney Burney states that we have a large turnout and being sensitive to the attendance.

Chairman Christopher states we have no issues with anyone coming up to talk.

Attorney Burney asks if we can postpone the staff report to July 13.

Attorney Rhodes states that additional information is going to be submitted which people in the audience may want to address so I think it may be more orderly if we have them do it all at the same time rather than piecemeal it and speak now and come back and speak again.

Attorney Burney states his concern that July 13 is the third meeting on this and there are many people here and if we don't get started on the public comment period it could very well cause yet another meeting, we have the time here we should use it.

Chairman Christopher asks do we go to case report and questions.

Attorney Rhodes states we can do it however the Plan Commission determines is best.

Commissioner Meneghini states we should take our counsels advice and once we have all the facts in it, will be more orderly to get it done then.

Chairman Christopher directs Mr. Bastian to go forward with the Staff Report.

Mr. Bastian states that a representative from Windsor Park Manor submitted a 19 page petition with signatures expressing opposition to the project so I want to get that into the record and it is available for review if anyone would like to see it. Mr. Bastian proceeds with the staff report. He touches on each request made by the petitioner. First is the need for Zoning Code Text Amendment. Mr. Bastian explains how the staff interprets the request and states it goes beyond a regular automobile service station so we

felt the safest approach was to suggest the applicant request an amendment to the Zoning Code to get a use entry into the B3 District that more completely summarizes the nature of the use of the proposed facility. The intent of a B3 District is "to provide the site for more diversified business types which by the nature of their use play a greater impact on the land and its surrounding uses". For the Plan Commissioner's information the other types of uses in the B3 District include boat sales, bowling alleys. contractor's offices, garden supply store, auto service stations and landscape waste transfer stations. We note that B3 District properties are generally located along major transportation routes and although the proposed use is more intensive than a standard automobile only service station it's also not totally dissimilar to that use and by classifying it as a Special Use, any and all future requests for an Automobile and Commercial Vehicle Fueling Plaza would be evaluated on a case by case basis through the Special Use process as we are doing here. We have three different text amendments proposed on page three of staff report. One is to add an Automobile and Commercial Vehicle Fueling Plaza as a Special Use in the B3 District, another is to add a parking requirement to the schedule of parking in the Zoning Code to specifically address the truck parking that would be part of an Automobile and Commercial Fueling Plaza, and third is a definition to be entered into the definitions article so that there is some guidance to staff in the future as to what an Automobile and Commercial Vehicle Fueling Plaza is. Staff recommends approval of the Zoning Code text amendments. The applicant is also asking for Special Use Permits for Planned Unit Development and for an Automobile and Commercial Vehicle Fueling Plaza. Staff feels the Special Use Permit for a Planned Unit Development is appropriate for this property. Mr. Bastian explains the site requirements on parking, parking lot lighting, use compatibility, commercial vehicle aspect of use, and the plan enhancements that would mitigate the impacts of truck activities, the changes that have been made include the elimination of the showers and laundry facilities and taking the originally proposed video gaming out of the facility. They also reduced the number of commercial vehicle fueling lanes, increased the pavement setback along the south property line and have increased the landscape buffer along south property line. There seems to be an interest in truck idling. Illinois has a law that regulates truck idling Public Act 094-085 and it can be accessed online. There are many exceptions to the hours that trucks are allowed to idle. Truck parking is another area that the plan had been modified by the applicant, and staff is recommending some additional measures be added to the plan to further address noise impacts to neighboring properties; staff has many suggested conditions of approval which is typical for these types of projects. As for the Final PUD Plan Approval of an Automobile and Commercial Fueling Plaza and a Preliminary Plan Approval of the future retail out lot, the applicant is requesting exemptions from three Zoning Code Standards as part of the PUD plan. One is to reduce the 40' required rear yard setback for the turning bulb for the truck circulation to 20'; the second is to allow an outdoor merchandise display in the form of an ice machine and the third is a proposed reduction in the amount of parking lot green space. Staff is in a position to recommend approval of the Preliminary/Final PUD Plan subject to conditions noted in the Recommendations section of this report, but we are expecting additional information to be submitted and we will revisit the Recommendations after receipt of the new information. For the North Avenue Corridor Review, the site design proposes a 1,000 square foot trash and equipment enclosure and storage structure southeast of the building, we feel this is a very appropriate way to deal with screening within the corridor; they are proposing a berm and fence essentially running between the building extending all the way to the west around the truck parking area, it helps with screening the trucks but does not completely screen them, we recommend an increase in the height of the landscaping along the fence to further enhance screening. As for the architectural design, throughout the course of the staff review process, there have been several rounds of improvements to the building materials and elevations. Staff finds that the building and materials to be fully in compliance with the North Avenue Corridor regulations. With respect to the request for two Sign Code Variations to allow the two ground signs, one along North Avenue and one along Gary Avenue to measure 15' in height, staff understands the need for taller and larger signs on high speed roadways and we think the applicant has made a reasonable case for the Sign Code relief being requested. We also wish to reiterate that any sign in relation to the CAT Scale would need to comply with the Sign Code. The applicant is also asking for a Plat of Subdivision to combine 4 distinct parcels to create two lots, Lot One would be for the Pilot facility and Lot Two would be for the future retail outlot. Mr. Bastian confirms with the petitioner that it is clear that additional information will be provided to allow staff to prepare another packet for July 13, 2015.

Attorney Rhodes asks the petitioner if he has any questions for Mr. Bastian about the report.

Attorney Burney states no questions.

Attorney Rhodes asks Mr. Jones if he has any questions.

Attorney Jones asks Mr. Bastian if the Village Comprehensive Plan was taken into account during the staff analysis.

Mr. Bastian states that the first page of the staff report indicates that the Village's Future Land Use Plan recommends commercial use for this property. He stated that the Village's current Comprehensive Plan dates back to 1980 and before that the Village had a 1971 Comprehensive Plan, and that both plans recommend commercial land use on this property, and in fact the 1971 Plan recommends high-intensity commercial land use for this site. In 2000, the Village adopted an updated the Land Use Plan component to the 1980 Plan, and that is what we reference in the staff report, that the Year 2000 Future Land Use Plan recommends commercial use for this property.

Attorney Jones states the Land Use Plan is referenced but the 1980 Plan text is not addressed in the staff report.

Mr. Bastian states that document is not referenced in the staff report.

Attorney Jones asks as a follow up has the Village, which is currently in the process of updating the Comprehensive Plan, processed any text amendments regarding allowable uses.

Mr. Bastian states that he would want to check to be sure but that he believes the answer to the question is yes.

Chairman Christopher asks if anyone in the audience has any questions.

Chuck, a resident of Windsor Park and a retired trucker states the acreage between Windsor Park and the proposed fueling station will not be adequate for what you're trying to do. He suggests that Pilot find another place to put this because this site will not work.

Attorney Rhodes asks if anyone has any questions for Mr. Bastian.

Mr. Hainsfurther asks if the Village staff conducted an analysis of the traffic study before they prepared their report.

Mr. Bastian states the traffic study was reviewed by the Village's Development Review Team.

Mr. Hainsfurther asks if the Village ever engages a third party traffic agency to review such reports.

Mr. Bastian states he is reluctant to answer no to the question do we ever do that, I don't believe it is a common practice for a development request such as this.

Mr. Hainsfurther states for the record in other communities he has worked they have had a third party traffic review because they did not necessarily have the expertise on staff and that the Village may wish to consider doing so.

Mr. Gust Tasoulis from 105 W. North Avenue commonly known as BP Amoco, just wants to say if Pilot goes through, I would also like to have equal dimension of signage to the 15'.

Commissioner Petella states before we continue I would like to mention the petition, does the petition list the reasons why they are opposed to the project, can anyone speak to that.

Jason Lundy states he is the attorney for Windsor Park and the petition itself does not indicate the reasons why the residents are opposed to it but a number of Windsor Park Residents have come to this meeting and would like to address their individual reasons for the objections.

Commissioner Petella states with his past experience with other projects with opposition I'm suggesting that you all get together and maybe appoint a spokesperson that you trust to list out the reasons and provide Mr. Bastian with the reasons before the next meeting so we have a chance to review and address them. We would like to be able to formulate some questions for you when the time comes.

Attorney Rhodes states that at the next meeting Attorney Jones is going to present their expert witnesses, is there anyone in the audience that will testify or provide evidence with respect to the standards, not state whether or not your opposed or not, but provide actual testimony or evidence.

Attorney Burney asks that Attorney Jones state that he won't ask for another continuance.

Attorney Jones states that he believes they will be able to present and conclude their case at the end of the July 13, 2015 meeting. That's the plan and that's what we are proceeding on.

Commissioner Creighton moved and Commissioner Meneghini made the second to continue the meeting to July 13, 2015.

The results of the roll call vote were:

Chairman Christopher and Commissioners Spink, Petella, Creighton, Tucek, Meneghini

and Parisi.

Nays: 0

Ayes:

Attorney Rhodes requests that Attorney Burney give a copy of the noise study to Attorney Jones and requests that once Attorney jones has the results of his study to supply Attorney Burney with the documents.

Commissioner Spink moved and Commissioner Petella made the second to close the Public Hearing. The motion passed by unanimous vote.

PRESENTATION:

NEW BUSINESS:

ADJOURNMENT:

At 9:50 p.m. Commissioner Spink moved and Commissioner Petella made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Roberta Vogel Permit Systems Coordinator

6/29/2015 PC

| Minutes approved by Plan Commission on this | day of | , 20 |
|---------------------------------------------|----------|------|
| | | |
| | Chairman | |

Certificate of the Publisher

Examiner Publications, Inc. certifies that it is the publisher of The Examiner of Carol Stream. The Examiner of Carol Stream is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice. is published in the Village of Carol Stream. township of Bloominadale. County of DuPage. State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 times in The Examiner of Carol Stream, namely one time per week for 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on July 1, 2015 and the last publication of the notice was made in the newspaper dated and published on July 1, 2015 This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Examiner Publications, Inc. has signed this certificate by Randall Petrik, its publisher, at The Village of Carol Stream, Illinois, on July 1, 2015.

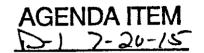
Examiner Publications, Inc.

By: Publisher

Randall E. Petrik, Publisher, Examiner Publications, Inc.

Subscribed and sworn to before me this $\frac{5 l}{2}$ day of _

Notary Public



PUBLIC NOTICE

Notice is hereby given that the Carol Stream Board of Trustees will hold a Public Hearing at the Carol Stream Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, on Monday, July 20, 2015, at 7:30 p.m. to consider an application by Badway Real Estate and Investments, LLC and First State Bank for the following action:

An amendment to the Pre-Annexation Agreement for the property located at 27W371 North Avenue, and the property located at the northeast corner of St Charles Road and Morton Road, to allow for a five veer extension to the Agreement, which is currently set to expire on September 11, 2015.

For the property commonly known as the 27W371 North Avenue, West Chicago, Illinois 60185, and legally described as

Lot 1 in Kyle's Corner Subdivision, being a subdivision of Part of Lot 4 in Assess-ment Plat of Edward W. Plaine Estate a ment Plat of Edward W. Plaine Estate a subdivision of part of Section 35, Town-ship 40 North, Range 9 and Section 31, Township 40 North, Range 10 East of the Third Principal Meddian, according to the Plat thereof recorded June 15, 1931 as Document 313722, in Du Page County, Illinois, PIN: 01-36-400-026

For the property located at the northeast corner of St. Charles Road and Morton Road, West Chicago, Illinois 60185, and legally described as follows:

Lot 2 in Kyle's Corner Subdivision, being a subdivision of Part of Lot 4 in Assessment Plat of Edward W. Plaine Estate a subdivision of part of Section 36, Township 40 North, Range 9 and Section 31, Township 40 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded June 15, 1931 as Document 313722, in Du Page County, Illinois. PIN: 01-35-400-027

A copy of the proposed amendment to the annexation agreement is on file with the Community Development Department All interested parties will be given an opportunity to be heard. By order of the Village Board, Village of Carol Stream, Illinois. Published in The Examiner on Wednesday, July 1, 2015. Individuals with disabilday, day 1. 2015. Individuals when the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities are requested to contact the ADA Goordinator at 630-871-6250.

As published in The Examiner July 1

Interdepartmental Memo

TO:

Joseph E. Breinig, Village Manager

FROM:

Donald T. Bastian, Acting Community Development Director

DATE:

July 16, 2015

RE:

Agenda Item for the Village Board meeting of July 20, 2015

PC/ZBA Case 14357, Bluestone Single Tenant Properties – 170-200 W. North Avenue Zoning Code Text Amendments for Automobile and Commercial Vehicle Fueling Plaza, Special Use Permits for Planned Unit Development and Automobile and Commercial Vehicle Fueling Plaza, Preliminary/Final Planned Unit Development Plan

and Sign Code Variations

Rick Claes, Principal with Bluestone Single Tenant Properties, is seeking the zoning approvals necessary to allow for development of a *Pilot*-branded automobile and commercial vehicle fueling center on a portion of a 12.5-acre site located generally at the southwest corner of North Avenue and Gary Avenue. Under the redevelopment plan, the former Brunswick Zone building would be demolished. The applicant is seeking a Zoning Code Text Amendment to add *Automobile and Commercial Vehicle Fueling Plaza* as an allowable Special Use in the B-3 Service District, Special Use Permits for *Automobile and Commercial Vehicle Fueling Plaza* and *Planned Unit Development*, approval of a Preliminary/Final Planned Unit Development Plan, Sign Code Variations and a Plat of Subdivision proposing two lots. The applicant is seeking Final PUD Plan approval for the proposed convenience store, restaurant and fueling facilities, to be built on Lot 1, and Preliminary PUD Plan approval of a 1.5-acre future retail outlot (Lot 2). The requested Sign Code Variations would allow 15-foot tall ground signs to be built along North Avenue and Gary Avenue, as opposed to the Code allowances of ten and six feet, respectively.

The Pilot facilities would include a 9,000 square foot building containing a convenience store (featuring *P.J. Fresh* and *Cinnabon*) and fast-casual restaurant (*Moe's Southwest Grill*), an automobile fueling facility with eight pumps (16 fueling positions), and a six-lane commercial vehicle fueling facility. Automobile fueling would take place north of the convenience store and restaurant building, with commercial vehicle fueling occurring south of the building. Two right-in/right-out North Avenue accesses would be provided, with the westerly access limited to commercial vehicles and the easterly access limited to automobiles. A full Gary Avenue access is also proposed. The truck scale that was originally proposed at the south end of the commercial vehicle fueling lanes has been deleted from the plans. This has allowed the rear yard buffer adjacent to the Holiday Inn property to the south to be widened to 55 feet, which is greater than the 40 foot setback required by the Zoning Code. A recent modification to the plan within the 55 foot buffer area is a seven foot tall berm, on top of which an eight foot tall sound attenuation wall would be built. All facilities would operate 24 hours per day, 7 days per week, and the *Moe's Southwest Grill* would not have drive through service. The applicant has agreed to restrictions that would disallow public showers, laundry facilities and video gaming in association with the use.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on June 19, 2015. At their June 22, 2015, meeting, after a presentation by Petitioner Rick Claes and cross examination by interested parties, the PC/ZBA continued the public hearing to a special meeting on June 29, 2015. A supplemental

packet was transmitted to the Village Board with the PC/ZBA packet on June 26, 2015. At the June 29 meeting, there were additional presentations by the Petitioner's experts, cross-examination by interested parties, questions by the PC/ZBA, and presentation of the staff report. After interested parties asked questions regarding the staff report, the PC/ZBA continued the public hearing to its next regular meeting on July 13, 2015. A second supplemental packet was transmitted to the Village Board with the PC/ZBA packet on July 10, 2015. At the July 13 meeting, the Petitioner presented updated information regarding the traffic and acoustical studies, and interested parties cross-examined the Petitioner's experts. Expert witnesses spoke for interested parties, and other interested parties asked questions and provided comment to the PC/ZBA.

At the conclusion of the July 13 meeting, by a vote of 5-2, the PC/ZBA recommended approval of the Zoning Code Text Amendment to add *automobile and commercial vehicle fueling plaza* as a Special Use in the B-3 Service District. By a 7-0 vote, the PC/ZBA recommended approval of the Zoning Code Text Amendments to add *automobile and commercial vehicle fueling facility* to the schedule of required parking, as well as to add a definition for the use to the Zoning Code. By a vote of 7-0, the PC/ZBA recommended approval of the Special Use Permits for *planned unit development* and *automobile and commercial vehicle fueling plaza*, subject to the conditions contained in the Ordinance. Also by a 7-0 vote, the PC/ZBA recommended approval of the Preliminary/Final PUD Plan, subject to the conditions contained in the Ordinance. The PC/ZBA approved the North Avenue Corridor Review by a 7-0 vote, and no Village Board action is necessary. The requested Sign Code Variations to allow the ground signs along North Avenue and Gary Avenue to measure 15 feet in height as opposed to ten and six feet, respectively, were denied by a vote of 6-1. Finally, the PC/ZBA recommended approval of the Plat of Subdivision of *Bluestone Carol Stream* by a 7-0 vote; however, the Village Board will not be asked to take action on the Plat until the final engineering plans are ready for approval.

If the Village Board concurs with the PC/ZBA recommendations regarding the Zoning Code Text Amendments they should approve the text amendments and adopt the necessary ordinance. If the Village Board concurs with the PC/ZBA recommendation regarding the Special Use Permits for *planned unit development* and *automobile and commercial vehicle fueling plaza*, and the recommendation regarding the Preliminary/Final PUD Plan, the Board should approve the Special Use Permits and Preliminary/Final PUD Plan, subject to the conditions contained in the ordinance, and adopt the necessary ordinance. The Sign Code authorizes the PC/ZBA to approve or deny Sign Code Variations, and the PC/ZBA found that the physical condition of the property was not unique and therefore denied the Variation requests. If the Village Board concurs with the PC/ZBA recommendation, no action is needed. If the Village Board wishes to approve the Variations, a supermajority vote of four Trustees would be required, not including the Mayor.

DTB:db

c: Rick Claes, Bluestone Single Tenant Properties (via e-mail)

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Village of Carol Stream Interoffice Memorandum

MEMO TO: Joe Breinig, Village Manager

FROM:

Philip J. Modaff, Director of Public Works

DATE:

July 15, 2015

RE:

Motion to Award a Contract for Construction Services for WRC Pumping Station

Rehabilitation Project

The current budget provides \$650,000 for engineering and construction for the final phase of the WRC Pumping Station Rehabilitation Project. The first phase of this project was undertaken in FY13 following failures of a primary and secondary pump. Phase II of the project was scheduled in FY15 and recently completed. The work planned for FY16 will include a complete rehab of one primary and secondary pump and re-flighting of another secondary pump screw.

In May 2015 the Village Board approved an agreement with CH2MHill/OMI for project design, bidding and construction oversight services in the amount of \$9,500.00. CH2MHill/OMI developed an estimate of probable costs for construction in the amount of \$455,000.

The project was placed out for public bid and a mandatory pre-bid meeting was held at the WRC on June 30. Seventeen (17) firms received bid packets; two (2) submitted bids which were opened on July 13, 2015, with the following results:

| CONTRACTOR | BID AMOUNT |
|--------------------------|--------------|
| DPS Equipment Service | \$446,000.00 |
| Chicagoland Construction | \$583,000.00 |

DPS Equipment Services has submitted all the required bid documents (see attached). DPS also served as the contractor for the Village's previous screw pump rehabilitation work and performed satisfactorily. CH2MHill has prepared a bid tabulation and is recommending award to DPS Equipment Service (see attached).

I am recommending a motion to award a contract to DPS Equipment Services, Inc., for construction services in the amount of \$446,000.00 for the WRC Pumping Station Rehabilitation Project.

Attachments



July 14, 2015

Mr. Phil Modaff Director of Public Works Village of Carol Stream 124 Gerzevske Lane Carol Stream, Illinois 60188

Subject:

Recommendation for Approval: DPS Equipment Services, Inc.

WRC Pump Rehab Project

Dear Mr. Modaff:

This letter confirms CH2M recommendation for approval of DPS Equipment Services, Inc. for the total project cost for all work as specified the sum of \$446,000 for the WRC Primary and Secondary Screw Pump rehabilitation project.

Original Engineers Estimate Amount \$455,000.

Sincerely:

Daniel J. Hughes

Daniel J. Hughes Area Manager CH2M

Contractor Bid Tabulation Form -- Engineer's Estimate \$455,000

Project Title: WRC Pump Rehab Project

Bid Closing Date: July 13, 2015

Time: 10:00 AM

Bartlett, Il 60103

Project Location: CH2M HILL/Carol Stream Water Reclamation Center

Agency: Public Works Location: 124 Gerzevske Lane

Bidder:

Chicagoland Construction, Inc.

1540 Hecht Drive, Unit K

DPS Equipment Services, Inc.

7655 Bridlewood Rd. Caledonia, IL 61011

Check if Received:

| <u> </u> | | | | | | <u> </u> | |
|-----------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|---------|---------------------------|--|
| Bid Bond (Amount=5%) | x | | | x | | | |
| Bid Form | x | The state of the s | | x | | | |
| References | x | | | x | | | |
| Contractor Questionnaire | X | | | × | | | |
| Certificate of Eligibility | × | | | x | | | |
| Public Contractors Written Sexual Harassment Policy | x | | | x | | | |
| Prevailing Wage Certification | x | | | x | | | |
| Base Bid | \$ | 583,000 | \$ qualified | low bid | 446,000 | Engineers Est. 455,000 | |

VILLAGE OF CAROL STREAM BID PROPOSAL FORM WRC PUMP REHAB PROJECT

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid proposal shall remain in force and full effect for a period commencing on the date of submission and ending thirty (30) days after the date of bid opening.

TOTAL PROPOSED COST FOR ALL WORK AS SPECIFIED: \$ 446,000.00

| (AMOUNT IN WRITING): FOCK HUNDRAD FORTY 51x THOUSAND |
|------------------------------------------------------------------------------------------------------------------|
| Company: DPS COUIPMENT SHRVICKS, INC. Address: 7655 BRIDLEWOOD RD. CALEDONIA, IL 6/01/ |
| Telephone No. 815-980-8844 Fax No. 815-885-8635 Signature: |
| Name and Title: (Please Print) MICHAN E. SERIS Date: Subscribed and sworn before me this 2 Nd day of Twy , 2015 |
| MY COMMISSION EXPIRES: 9-27-15 Seal Ellap NOTARY PUBLIC P |
| LEAH L. KAYS NOTARY PUBLIC, STATE OF ILLINOIS |

REFERENCES MUST BE COMPLETED AND RETURNED WITH BID FORM

The Contractor must list at least three (3) references, including at least one (1) municipality or local government, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied services similar to those provided in these specifications, within the last twenty-four (24) months.

| Municipality Name VIIIASH OF CAROL STREAM |
|------------------------------------------------------|
| Municipality Address 245 Keller RD |
| Municipality Address 775 ADM (CI) |
| Contact Name and Phone MIKK I 1210R |
| Work Performed PRIMPRY + SACONDARY SCRUP PUMP CAHADS |
| Work Period 2013 + 2015 |
| |
| Company Name VILLAGE OF FOX LAFE |
| Company Address 200 INDUSTRIAL AUK. |
| Contact Name and Phone 57ACK VALA 847-587-3694 |
| Work Performed SCREW Jong Ruffols (4) |
| Work Period 2012 - 2014 |
| |
| Company Name DEKALA SAVITACY DISTRICT |
| Company Address 303 HOLISTAR DR |
| Contact Name and Phone STRUK OLSAN 815-188-3513 |
| Work Performed SCREAN PUMP RAFABS (2) |
| Work Period 2013 |

CONTRACTOR QUESTIONNAIRE MUST BE COMPLETED AND RETURNED WITH BID FORM

| FIRM NAME: DPS KOULPMENT SARVICES, INC. |
|----------------------------------------------------|
| Corporation Partnership Sole Proprietor LLC |
| OWNER'S NAME: MICHAEL R. SKAKS PHONE #815-980-8844 |
| OWNER'S NAME:PHONE# |
| BUSINESS ADDRESS: 1655 BRINKWOOD RD. |
| CALADONIA, IL 6/011 |
| YEARS IN BUSINESS (under this company name) |
| BANK NAME: BYRON BANK |
| BANK ADDRESS: 300 N. WALNUT ST. BYRON, IL 61010 |
| BONDING COMPANY NAME: GRANITE RE, INC. |
| COMPANY ADDRESS: 1400/ QUAI/BROOK DR. OK CITY |
| BONDING POWER: #750,000 |

CERTIFICATE OF ELIGIBILITY TO CONTRACT MUST BE COMPLETED AND RETURNED WITH BID FORM

HOUPMEN SARVES JUCCOntractor), pursuant to

Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

SUBSCRIBED and SWORN TO before me

this 200 day of July

NOTARY PUBLIC

OFFICIAL SEAL LEAH L. KAYS NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 09/27/2015

PUBLIC CONTRACTORS -WRITTEN SEXUAL HARASSMENT POLICY MUST BE COMPLETED AND RETURNED WITH BID FORM

| 185 KOUI PART SKUKES, JK."Contractor"), having submitted a bid (Name of Contractor) |
|----------------------------------------------------------------------------------------------|
| for WCC AND RAHAB DEDUCT to the Village of Carol Stream on |
| 20/5, hereby certifies that said Contractor has a written Sexual |
| Harassment Policy in full compliance with 775 ILCS 5/2-105(A) (4). |
| By MicHAN R. SIANS |
| Authorized Agent of Contractor (Signature) (Printed Name) |
| Subscribed and sworn to before me this Alla day of Gill, 2015. |
| Notary Public |
| OFFICIAL SEAL LEAH L. KAYS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 09/27/2015 |

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

| I, MICHAELP. SIAB (name), certify under oath that I am |
|-----------------------------------------------------------------------------------------------|
| employed as the PRISIDET (title) of NS KOUPHITS (company), a |
| contractor or subcontractor that has performed work on the Wec for REHAB |
| (name of project) for the Village of Carol Stream for the relevant periods set forth in the |
| attached records kept and maintained in conformance with the requirements of Section 5 |
| of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to |
| make this certificate and that I have personal knowledge of the matters certified to herein, |
| and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to |
| each worker is not less than the general prevailing rate of hourly wages required under |
| the Prevailing Wage Act (820 ILCS 130/0.01 et seq.); and (3) that I am aware that filing a |
| certified payroll that I know to be false is a Class B misdemeanor. |
| By: Michael R. Sagus-Plasi Det |
| By: MicHou R. Supis-Prasi Det Name/Title |
| Mahall S |

Signature

SUBSCRIBED AND SWORN to before me this 2 word day 172chr 2015

Notary Public

OFFICIAL SEAL LEAH L. KAYS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 09/27/2015

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # 15463

| YESS Bridiswood Road Caladonia, IL 61011 | 5, that we DPS EQUIPMENT SERVICES, INC. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Lesh bildisheds were admired in a car. | (Hare insert full name and address or legal title of Contractor) |
| as Principal, hereinafter called the Principal, and GRANI 14001 Qualibrook Drive Oklehoma City, OK 73134 | |
| a corporation duly organized under the laws of the State | (Here insert full name and address or legal title of Surety) Of OK |
| as Surety, hereinafter called the Surety, are held and firm | nly bound unto VILLAGE OF CAROL STREAM, |
| Public Works Department 124 Gerzevake Lane Carol Stream, IL 50 | 188 (Here insert full name and address or legal title of Owner) |
| as Obligee, hereinafter called the Obligee, in the sum of | |
| Ten Percent of Amount Bid | Dollars (\$ 10 %), |
| for the payment of which sum well and truly to be made, our heirs, executors, administrators, successors and ass WHEREAS, the Principal has submitted a bid for | the said Principal and the said Surety, bind ourselves, |
| WRC Pump Rehab Project | (Mere insert full name, address and description of project) |
| | |

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of July 2015.

| Pa P DO | DPS EQUIPMENT SERVICES, INC. (Principal) | (Seel) |
|-----------|------------------------------------------|---------------------------------------------------------|
| (Witness) | GRANITE RE. INC. | pingangan kalanda da d |
| Pat Osi | (Surety) | (Seal) |
| (Witness) | Peter R. Johnson, Atterney-in-Fact | • |

| State of | | INT OF PRINCIPAL (In | dividual) |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| County of | `) | | |
| On this | day of | , to me known and k | , before me personally come(s) nown to me to be the person(s) who (is) |
| (are) described in and ex | xecuted the foregoing instrument | t and acknowledge(s) to me that | he executed the same. |
| | | Notary Public | ************************************** |
| | | · | |
| State of | | NT OF PRINCIPAL (Par | tnersnip) |
| County of |) | | |
| | day of | | , before me personally come(s) |
| | | | d known to me to be the person who is |
| described in and execute said co-partnership. | ed the foregoing instrument and | acknowledges to me that he execute | ed the same as for the act and deed of the |
| solo co particisini. | | | |
| | | Notary Public | |
| On this | and day of July Sears Fresident Inc. the con | in the year 20, to me known of the DP rporation described in and which ex | 15, before me personally come(s) vn, who, being duly sworn, deposes and SEquipment |
| | | | te seal; that it was so affixed by the order |
| of the Board of Directors | OFFICIAL SEAL PETER R JOHNSON TARY PUBLIC - STATE OF ILLINOIS Y COMMISSION EXPIRES: 10/14/16 | signed his name thereto by like order Notary Public LEDGMENT OF SURETY | R. Johnson |
| State of Illinois () | | | |
| County of Cook) | | | |
| On this $\mathcal{A}^{n,\lambda}$ | day of July , in t | the year 2015, before me persona | lly come(s) Peter R. Johnson, Attorney(s)- |
| | / | | ne duly sworn, says that he is (are) the |
| Attorney(s)-in-Fact of GI | RANITE RE. INC. company des | cribed in and which executed the | within instrument; that he know(s) the |
| · | | • | ite seal and that it was affixed by order of |
| the Board of Directors of | Said company, and that he signed OFFICIAL SEAL SANDRA O JOHNSON NOTARY PUBLIC - STATE OF LLAW | ed said instrument as Attorney(s)-in- | Fact of the said company by like order. Otary Public |

Village of Carol Stream

Interdepartmental Memo

TO:

Joseph Breinig, Village Manager

FROM:

William N. Cleveland, Assistant Village Engineer

DATE:

July 15, 2015

RE:

Award of Contract for Engineering Design Services -

Lies Road LAFO Project - County Farm Road to Kuhn Road

In 2012 the Village applied for and was awarded funding for the Kuhn Road Local Agency Functional Overlay (formerly Local Agency Pavement Preservation of LAPP) in the amount of \$262,000 in the FY13-18 Surface Transportation Program. This amount is based on a 50% shared cost that was used to increase our funding choices.

Plans for previous projects including the 2006 Lies Road LAPP and 2008 Fullerton LAPP were prepared in-house with Civil Engineer and Inspector positions, however, IDOT and the FHWA have made plan preparation much more complicated. Starting in 2009 with the Lies Road ARRA project, we have used outside consultant services to prepare plans. The following is a summary of the costs:

| 2009 Lies Road ARRA | 1.0 miles | \$36,311.26 |
|------------------------|-----------|-------------|
| 2011 Fair Oaks Rd LAPP | 1.7 miles | \$43,582.64 |
| 2013 Kuhn Road LAFO | 1.7 miles | \$43,422.39 |

Federal funding for all of these projects was obtained with the assistance of TranSystems Corp. They have also assisted with IDOT and federal documentation required for Construction Engineering on all of these projects, as well as Design Services for the three previous LAFO, LAPP and ARRA projects.

We have obtained a quote for Design Services in the amount of \$33,971.10 which compares favorably with the cost of the previous Lies Road project. This cost is also in the typical range of 6% of the construction cost estimate, and within the budget of \$36,000 (5.6% under budget). Engineering staff therefore recommends that the Agreement for Professional Services to provide Phase I and II engineering for the Lies Road LAFO project be approved in the amount not to exceed \$33.971.10, subject to attorney review and approval.

Cc: James Knudsen, Director of Engineering Services Jon Batek, Finance Director Phil Modaff, Director of Public Works Adam Frederick, Civil Engineer

AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM and TRANSYSTEMS CORPORATION FOR PROFESSIONAL SERVICES

| THIS AGREEMENT is made this | day of, | 2015, by and between the Village of Carol |
|--------------------------------------------|-----------------------------|-------------------------------------------|
| Stream (hereafter referred to as "CLIENT") | and TranSystems Corporation | (hereafter referred to as |
| "TRANSYSTEMS"). | | |

Whereas CLIENT intends to design and construct the following described project:

Lies Road (FAU 1375) LAFO Improvements from County Farm Road to Kuhn Road (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

SECTION 1 BASIC SERVICES OF TRANSYSTEMS

- Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.
- Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS" Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS in writing and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of

applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

- **Section 3.1** Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.
- Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.
- Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.
- **Section 3.4 Client Participation.** Render any written decisions required to be made under the terms of this Agreement within a reasonable time so as not to delay the services of TRANSYSTEMS.
- Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.
- Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are

necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

- Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth etsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.
- Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.
- Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

- Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.
- Section 4.2 Completion Date. TRANSYSTEMS agrees to complete the Basic Services by March 4, 2016 (the "Completion Date"). If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.
- Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

- Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.
- Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

- Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services
- Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TranSystems under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, and will be reimbursed by the Client on a time and materials basis according to standard hourly rates in effect at the time the services are performed up to a maximum fee of \$33,971.10.
- Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services
- Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

- Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.
 - Section 5.3 Not used.
- Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. All payments shall be made in accordance with the Illinois Prompt Payment act.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1, payments due TRANSYSTEMS for all Services rendered and expenses incurred through the date of termination shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services. TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

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

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT. TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability Worker's Compensation Statutory Employer's Liability \$500,000/\$500,000
- (b) Comprehensive Automobile Liability \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability

\$1,000,000 - per occurrence \$2,000,000 - annual aggregate

\$2,000,000 - product / completed operations per occurrence

\$1,000,000 - personal injury / advertising liability

(d) Umbrella/Excess Liability

\$1,000,000 - per occurrence \$1,000,000 - annual aggregate

(e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project

that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, it's employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Not Used.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Not Used.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions.

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services Schedule 1 – Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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 TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS 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.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Not Used.

Section 8.6 Not Used.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT: Village of Carol Stream 500 North Gary Avenue Carol Stream, IL 60188

Attention: Mr. William Cleveland

If to TRANSYSTEMS: TranSystems Corporation 1475 East Woodfield Road Schaumburg, IL 60173

Attention: Mr. Todd Bright

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.
- (b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.
- (c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.
- (d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this

Agreement.

Section 8.13

Printed Name:

Title:

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by who requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Execution of Documents. TRANSYSTEMS shall not be required to execute any documents

Printed Name:

Title:

Todd Bright

Vice President

subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ______ day of ______ 2015.

Village of Carol Stream

TranSystems Corporation

By:

EXHIBIT "A" Project Description and Basic Services



TranSystems

1475 East Woodfield Road Suite 600 Schaumburg, IL 60173-5440 Tel 847 605 9600 Fax 847 605 9610

www.transystems.com

July 15, 2015
Lies Road (FAU 1375) LAFO Improvements: County Farm Road to Kuhn Road
Phase 1 & 2 Engineering
Village of Carol Stream

EXHIBIT A - SCOPE OF ENGINEERING SERVICES

Project Description

This project involves preparing construction plans and specifications for the Local Agency Functional Overlay (LAFO) project along Lies Road from County Farm Road to Kuhn Road in the Village of Carol Stream, a distance of approximately 2,800 feet (0.53 miles).

Project Scope of Work:

The scope of work includes a 3" mill and overlay of this roadway section. Areas of extensive deteriorated pavement will be patched after the milling and before the overlay is constructed. Structure adjustments or reconstruction as well as parkway restoration will be performed. Sidewalk ramps will be replaced to comply with ADA requirements. The geometry will not be improved or changed as part of the proposed improvements. The proposed scope is in keeping with the LAFO Program Guidelines.

TranSystems will prepare the contract plans, specifications, and cost estimates for a March 2016 contract letting through IDOT. The work shall be prepared in accordance with IDOT requirements for LAFO projects including obtaining LAFO approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to allow the contractor to establish controls during construction, and include sufficient details for completing the street resurfacing. The plans will be reviewed by the Village and IDOT. Coordination with IDOT and FHWA will also be required.

Scope of Engineering Services:

Project Coordination and Data Collection

- > Kick-off meeting to discuss project scope, and obtain electronic files as available from the Village containing pavement information, centerline and stationing, utility data, striping, and geometrics for the project limits.
- Prepare LAFO Approval (BLR 46300) and submit to IDOT for approval.
- Conduct pre-final plan review meetings with the Village and IDOT to discuss plan comments.
- Prepare Project Program Information (PPI) and submit to DuPage Mayors and Managers and IDOT.



Lies Road LAFO Improvements July 15, 2015 Page 2

2. Infrastructure Condition Identification

- Conduct a site inspection with Village staff to identify locations of pavement patching, concrete curb and gutter repair, and drainage structure adjustment/reconstruction.
- > Conduct a sidewalk inspection for trip hazards, cross slopes, and deteriorated sidewalk at the intersections.
- No soil borings or pavement cores will be obtained since the purpose of the project is to resurface the roadway to keep the pavement section in serviceable condition.

3. Topographic Survey

- Conduct a limited topographic survey to establish geometric control and centerline stationing, as well as obtain locations of utility structures. Also document the location of existing pavement markings and detector loops.
- Conduct a detailed survey of the ADA ramps at intersections to check for compliance with ADA standards.
- Plan sheets will be prepared using existing electronic plan files or aerial photographs from the Village. A full topographic survey is not proposed. GIS data from the Village will be utilized if available.
- > Download the survey into Microstation cadd format and create base sheets at 1"=50' scale.

4. Contract Plans, Specifications, and Estimates (PS&E)

It is anticipated that the following sheets will be included in the contract plans:

| a. | Cover Sheet and Index of Sheets | | 1 |
|----|------------------------------------------------|-------|----|
| b. | General Notes and Listing of Highway Standards | | 1 |
| C. | Summary and Schedule of Quantities | | 1 |
| d. | Typical Sections | | 2 |
| e. | Plan Sheets | | 1 |
| f. | Striping Sheets | | 1 |
| g. | ADA Ramp Detail Sheets | | 2 |
| ĥ. | IDOT Detail Sheets | | 11 |
| | | TOTAL | 20 |

- > Conduct quantity take-offs and prepare estimate of construction cost based on current unit price data.
- Prepare specifications and contract documents based on IDOT standards.
- Submit plans and documents to the Village and IDOT for review and comment.



Lies Road LAFO Improvements July 15, 2015 Page 3

5. Preparation of Final PS&E

- > Based on comments received from the Village and IDOT, prepare final contract plans, specifications, and estimates.
- > Process final contract plans, documents, and agreements through IDOT for a contract letting.

Project Schedule

Notice to Proceed

Kick-off Mtg/PPI Submitted

LAFO Form Submittal

LAFO Approval

Pre-Final Plans Submitted

Final PS&E Submitted

Letting

August 2015

August 2015

October 2015

October 9, 2015

December 7, 2015

March 4, 2016

Assumptions:

1. Special waste testing will not be required

SCHEDULE 1 Schedule of Rates and Expenses



Cost Estimate of Consultant Services (Direct Labor Multiple)

| Firm | TranSystems | Date | 07/15/15 | |
|------------|--------------|-------------------|----------|--|
| Route | Lies Road | | | |
| Section | Carol Stream | Overhead Rate | 145.47% | |
| County | DuPage | | | |
| Job No. | | Complexity Factor | 0 | |
| PTR & Item | LAFO | • • | | |

| ITEM | MANHOURS | PAYROLL | (2.85+R) TIMES PAYROLL | DIRECT | SERVICES BY OTHERS | DBE TOTAL | TOTAL | % OF GRAND TOTAL |
|--------------------------------|----------|-----------|---------------------------|--------|--------------------------|--------------|-----------|------------------------|
| | (A) | (B) | (C) | (D) | (E) | (C+D+E) | (C+D+E) | |
| Coordination & Data Collection | 36 | 1,811.62 | 5,163.12 | 62.10 | , , | | 5,225.22 | 15.38% |
| Infastructure Condition | 8 | 350.16 | | 65.00 | | | 1,062.96 | 3.13% |
| Survey | 40 | 1,118.90 | 3,188.87 | 195.00 | | | 3,383.87 | 9.96% |
| Pre-Final PS&E | 132 | 5,434.76 | | 287.00 | | | 15,776.07 | 46.44% |
| Final PS&E | 68 | 2,912.98 | | 221.00 | | | 8,522.99 | 25.09% |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTALS | 284 | 11,628.42 | 33,141.00 | 830.10 | 0.00 | 0.00 | 33,971.10 | 100.00% |



Average Hourly Project Rates

| PTB/Item | Local STP | _ | | Sheet 1 OF | 1 |
|----------|--------------|------------|-------------|---------------|---|
| Job No. | | _ | | | |
| County | DuPage | Consultant | TranSystems | Date 07/15/15 | |
| Section | Carol Stream | | | | |
| Route | Lies Road | | | | |

| Payroll | Avg | Total P | roject Rate | 28 | Coordin | ation & Data | a Collection | Infastru | cture Condi | tion | Survey | · · · · · · · · · · · · · · · · · · · | | Pre-Fina | al PS&E | | Final PS | &E | |
|-------------------------------|---------|---------|-------------|---------|---------|--------------|--------------|----------|-------------|---------|--------|---------------------------------------|---------|------------|---------|---------|----------|--------|----------|
| - | Hourly | Hours | % | Wgtd | Hours | % | Wgtd | Hours | % | Wgtd | Hours | % | Wgtd | Hours | % | Wgtd | Hours | % | Wgtd |
| Classification | Rates | | Part. | Avg | | Part. | Avg | | Part. | Avg | | Part. | Avg | | Part. | Avg | | Part. | Avg |
| Engineer 5 (E5) | \$70,00 | 0 | | | | | | 1 | | _ | | | | | | • | | | |
| Engineer 4 (E4) | \$70.00 | 22 | 7.75% | 5.42 | 6 | 16.67% | 11.67 | | | | | | | 10 | 7.58% | 5.30 | 6 | 8.82% | 6.18 |
| Engineer 3 (E3) | \$52.83 | 46 | 16.20% | 8.56 | 14 | 38.89% | 20.55 | 2 | 25.00% | 13.21 | | | | 20 | 15.15% | 8.00 | 10 | 14.71% | 7.77 |
| Engineer 2 (E2) | \$40,75 | 92 | 32.39% | 13.20 | 16 | 44.44% | 18.11 | 6 | 75.00% | 30.56 | 2 | 5.00% | 2.04 | 40 | 30.30% | 12.35 | 28 | 41.18% | 16.78 |
| Engineer 1 (E1) | \$31.00 | 24 | 8.45% | 2.62 | | | | | | | | | | 24 | 18.18% | 5.64 | | | |
| Planner 5 (P5) | \$60.00 | 0 | | | | | | | | | | | | | | | | | |
| Planner 4 (P4) | \$60.00 | 0 | | | | | | | | | | | | | | | | | |
| Planner 3 (P3) | \$46.27 | 0 | | | | | | | | | | | | | | | | | |
| Architect 4 (AR4) | \$60.00 | 0 | | | | | | | | | | | | | | | | | |
| Architect 3 (AR3) | \$60.00 | 0 | | | | 1 | | | | | | | | | | | | | |
| Architect 2 (AR2) | \$36.30 | 0 | | | | | | | | | | | | | | | | | <u> </u> |
| Architect 1 (AR1) | \$27.50 | 0 | | | | | | | | | | | | | | | | | |
| Environmental Scientist 4 (SC | \$60.00 | 0 | | | | | | | | | | | | | | | | | |
| Industry Specialist 3 (IS3) | \$49.65 | 0 | | | | | | | | | T | | | | | | | | |
| Surveyor 3 (S3) | \$34.30 | 19 | 6.69% | 2.29 | | | | | | | 19 | 47.50% | 16.29 | | | | | | <u> </u> |
| Surveyor 1 (S1) | \$20.30 | 19 | 6.69% | 1.36 | | | | | | | 19 | 47.50% | 9.64 | | | | | | |
| Technician 3 (T3) | \$34.32 | 62 | 21.83% | 7.49 | | | | | • | | | | | 38 | 28.79% | 9.88 | 24 | 35.29% | 12.11 |
| Technician 1 (T1) | \$18.17 | 0 | | | | | | | | | | | | | | | | | |
| Administrative 3 (A3) | \$39,91 | 0 | | | | | | | | | | | | 1 | | | | | |
| Administrative 2 (A2) | \$32,21 | 0 | | | | | | | | | | | | | | | 1 | | |
| Administrative 1 (A1) | \$21.83 | 0 | | | | | | | | | | | <u></u> | L . | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
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| | | 0 | | | | | | | | | | | | | | | | | <u> </u> |
| TOTALS | | 284 | 100% | \$40.95 | 36 | 100% | \$50.32 | 8 | 100% | \$43.77 | 40 | 100% | \$27.97 | 132 | 100% | \$41.17 | 68 | 100% | \$42.84 |

TranSystems

Lies Road LAFO Improvements County Farm Road to Kuhn Road Village of Carol Stream

July 15, 2015

Direct Cost Summary

| ITEM 1: Project Coordination and Data C | Collection | <u>n</u> | | | Outside Direct Cost | _ | |
|----------------------------------------------------------|------------|----------|----------|--------------|------------------------|----|--------|
| Mileage to meetings | | | | | | | |
| 36 miles/mtg x 3 mtgs | sx \$ | 0.575 | /mile | | \$ 62.10 | | |
| | | | | Item 1 Total | | \$ | 62.10 |
| | | | | | | | |
| | | | | | Outside | | |
| ITEM 2: Infrastructure Condition Identifi | cation | | | | Direct Cost | | |
| 1.) Vehicle Expense | | | | | - | - | |
| 1 days | x \$ | 65.00 | ldau | | \$ 65.00 | | |
| T days | , , \ \ | 00.00 | ruay | Item 2 Total | Ψ 03.00 | \$ | 65.00 |
| | | | | item 2 rotai | | Ф | 03.00 |
| | | | | | Outside | | |
| ITEM 3: Topographic Survey | | | | | Outside Direct Cost | | |
| · · · · · · · · · · · · · · · · · · · | | | | | Direct Cost | - | |
| Vehicle Expense | | | | | | | |
| 3 days | sx \$ | 65.00 | /day | | \$ 195.00 | | |
| | | | | Item 3 Total | | \$ | 195.00 |
| | | | | | | | |
| | | | | | Outside | | |
| ITEM 4: Pre-final PS&E | | | | | Direct Cost | | |
| 1.) Xerox Copies (Specifications) | | | | | | - | |
| 100 sheets x 10 copi | esx \$ | 0.10 | /conv | | \$ 100.00 | | |
| 2.) Xerox Copies (Reduced Size Plans) | υ3 | 0.10 | ,wp, | | Ψ 100.00 | | |
| , , , | | 0.00 | | | 40.00 | | |
| 20 sheets x 10 copi | esx \$ | 0.20 | /copy | | \$ 40.00 | | |
| Xerox Copies (full-size plans) | | | | | | | |
| 20 sheets x 2 copi | | 0.80 | /copy | | \$ 32.00 | | |
| Vehicle Expense (meetings, field check | :ks) | | | | | | |
| 1 day | x \$ | 65.00 | /day | | \$ 65.00 | | |
| Overnight Deliveries | | | | | | | |
| 2 each | 1x \$ | 25.00 | /each | | \$ 50.00 | | |
| | | | | Item 4 Total | | \$ | 287.00 |
| | | | | | | | |
| | | | | | Outside | | |
| ITEM 5: Final PS&E | | | | | Direct Cost | | |
| Xerox Copies (Specifications) | | | | | | - | |
| 100 sheets x 10 copi | esx \$ | 0.10 | /copy | | \$ 100.00 | | |
| 2.) Xerox Copies (Reduced Size Plans) | , | | | | • | | |
| 20 sheets x 10 copi | esx \$ | 0.20 | /copy | | \$ 40.00 | | |
| Xerox Copies (full-size plans) | ·· • | | , 4003 | | • 10.00 | | |
| 20 sheets x 2 copi | esx \$ | 0.80 | leony | | \$ 32.00 | | |
| | uu w | J.00 | , wwy | | ψ J2.00 | | |
| , • . | | 40.00 | 1 | | . | | |
| 2 sheets x 1 copi | esx \$ | 12.00 | /сору | | \$ 24.00 | | |
| 5.) Overnight Deliveries | • | 00.00 | (m. m 1) | | A 00.00 | | |
| 1 each | 1 x \$ | 25.00 | /each | | \$ 25.00 | | |
| | | | | Item 4 Total | | \$ | 221.00 |
| | | | | | | | |
| TOTAL DIRECT COSTS | | | | | | \$ | 830.10 |
| TOTAL DIRECT COSTS | | | | item 4 Tuldi | | · | |

AGENDA ITEM *I-1* 7-20-15

| ORDINANCE NO. | OR | DINA | NCE | NO. | | |
|---------------|----|------|-----|-----|--|--|
|---------------|----|------|-----|-----|--|--|

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE PRE-ANNEXATION AGREEMENT

WHEREAS, on March 4, 1996 the Mayor and Board of Trustees adopted Ordinance 96-03-17 authorizing the execution of a Pre-Annexation Agreement with F.B. Family Venture, Inc. for the property commonly known as 27W371 North Avenue; and

WHEREAS, the Pre-Annexation Agreement will expire on September 11, 2015; and

WHEREAS, Badway Real Estate and Investments, LLC and First State Bank are the successors to F.B. Family Venture, Inc. and have requested a five (5) year extension of the Pre-Annexation Agreement; and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to extend the Pre-Annexation Agreement for a period of five years and to approve a First Amendment to Pre-Annexation Agreement; and

WHEREAS, the Village Board of Trustees, pursuant to proper legal notices, have held a public hearing regarding the First Amendment to the Pre-Annexation Agreement.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE
OF ITS HOME RULE POWERS, as follows:

SECTION 1:

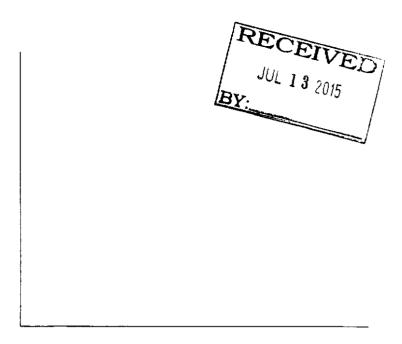
The First Amendment to Pre-Annexation Agreement is hereby approved and the Mayor and Village Clerk are hereby authorized to execute said First Amendment regarding the property legally described in the First Amendment to Pre-Annexation Agreement, appended to and made a part of this Ordinance as Appendix A.

SECTION 2:

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

SECTION 3:

| ٦ | The | Village | Clerk | is | hereby | authorized | to | record | this | Ordinance | and | the | First |
|----------------------------------------------------------------------------------|-------|------------|---------|-----|--------|------------|-----|---------|---------|------------|-----|-----|-------|
| Amendment to Pre-Annexation Agreement with the Du Page County Recorder of Deeds. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| PASSE | D AN | D APPF | ROVED | T⊢ | IIS | _ DAY OF _ | | | , 20 |)1_ | | | |
| AYES: | | | | | | | | | | | | | |
| NAYS: | | | | | | | | | | | | | |
| ABSEN ⁻ | T: | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | _ |
| | | | | | | | Fra | nk Save | rino, : | Sr., Mayor | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Laura C | zarne | ecki. Vill | age Cle | erk | | | | | | | | | |



1st AMENDMENT TO PRE-ANNEXATION AREEMENT SOUTHWEST NORTH AVENUE CORRIDOR

WITNESSETH:

WHEREAS, on September 11, 1995, the Village entered into a Pre-Annexation Agreement with F.B. Family Venture, Inc, the owner of the real property legally described the Pre-annexation Agreement and commonly known as 27 W 371 North Avenue (hereinafter the Subject Property); and

WHEREAS, the Subject Property was subsequently subdivided into the two Lots (Lots 1 and 2) legally described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, Badway is the Owner of Lot 1 as legally described in Exhibit A and is a successor in interest to F.B. Family Venture, Inc. with respect to Lot 1 and; and

WHEREAS, First State is the Owner of Lot 2 as legally described in Exhibit A and is a successor in interest to F. B. Family Venture, Inc. with respect to Lot 2 and;

WHEREAS, by virtue of their respective ownership interests in Lots 1 and 2, Badway and First State are subject to the Pre-Annexation Agreement; and

WHEREAS, the Pre-Annexation Agreement currently will expire on September 11, 2015; and

WHEREAS, Badway and First State have requested that the Pre-Annexation Agreement be extended for a term of five (5) additional years; and

WHEREAS, the Village has agreed to extend the Pre-Annexation Agreement for a term of five (5) years; and

WHEREAS, in accordance with the provisions of 65 ILCS 5/11-15.1.1 et seq., the Village has conducted a public hearing with respect to this First Amendment, due notice having been published, and has taken those actions as are necessary to adopt and approve this First Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, terms and conditions set forth herein, the Owners and the Village agree as follows:

- 1. The provisions of the preamble hereinabove set forth are hereby restated and incorporated by reference into this First Amendment.
- 2. The term of the Pre-Annexation is extended for a period of five (5) additional years and shall expire on September 11, 2020.
- 3. Badway warrants that it constitutes all of the owners of Lot 1 and that the undersigned has full authority and power to sign this First Amendment on behalf of Badway, and that it will not take any action to change ownership in Lot 1 until after this Agreement is recorded.

- First State warrants that it constitutes all of the owners of Lot 2 and that the 4. undersigned has full authority and power to sign this First Amendment on behalf of First State, and that it will not take any action to change ownership in Lot 2 until after this Agreement is recorded.
- 5. The Owners, Badway and First State warrant that as the owners of Lots 1 and 2 they constitute all of the owners of the Subject Property.
- 6. Except as provided herein, all other provisions of the Pre-Annexation agreement shall remain in full force and effect during the term of the extension set forth herein.

IN WITNESS WHEREOF, this First Amendment has been duly executed by whose names are subscribed below.

| OWNERS: |
|-----------------------------------------|
| BADWAY REAL ESTATE AND INVESTMENTS, LLC |
| ву: |
| ts: Durin- |
| |
| FIRST STATE BANK: |
| FIRST STANCEDANK. |
| By: |
| Its: Vice Vresident |
| V |
| VILLAGE OF CAROL STREAM |
| Ву: |
| Mayor |
| |
| Attest: |
| |
| Village Clerk |

| STATE OF ILLINOIS) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF DUPAGE |
| I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named A PAONAY, personally known to me to be the |
| GIVEN under my hand and Notary Seal, this By day of July, 2015. |
| SEAL NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC SEAL NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC SEAL NOTARY PUBLIC NOTARY |
| STATE OF ILLINOIS) COUNTY OF Kane) |
| I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEREBY CERTIFY that the above-named Larry Jones, personally known to me to be the of First State Bank, and also known to me to be the same person whose name is subscribed to the foregoing First Amendment to Pre-Annexation Agreement appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument, pursuant to authority given to him/her and as the free and voluntary act of First State Bank, for the uses and purposes therein set forth. |
| GIVEN under my hand and Notary Seal, this 9th day of, 2015. |
| h. M. Frank |
| "OFFICIALEMAL" ERIC M FRANCK Notary Public, State of Illinois My Commission Expires 09/24/2017 |

EXHIBIT A

Lot 1 in Kyle's Corner Subdivision, being a subdivision of Part of Lot 4 in Assessment Plat of Edward W. Plaine Estate a subdivision of part of Section 36, Township 40 North, Range 9 and Section 31, Township 40 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded June 15, 1931 as Document 313722, in Du Page County, Illinois.

PIN: 01-36-400-026

Commonly known as: 27 W 371 North Avenue, West Chicago, Illinois

Lot 2 in Kyle's Corner Subdivision, being a subdivision of Part of Lot 4 in Assessment Plat of Edward W. Plaine Estate a subdivision of part of Section 36, Township 40 North, Range 9 and Section 31, Township 40 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded June 15, 1931 as Document 313722, in Du Page County, Illinois.

PIN: 01-36-400-027

Commonly known as: Northeast corner of Morton Road and St. Charles Road

Village of Carol Stream

Interdepartmental Memo

TO:

Joseph E. Breinig, Village Manager

FROM:

Donald T. Bastian, Acting Community Development Director

DATE:

July 15, 2015

RE:

Agenda Item for the Village Board Meeting of July 20, 2015: First Amendment to the Pre-Annexation Agreement with Badway Real Estate and Investments, LLC and First State Bank - 27W371 North Avenue (John & Tony's Restaurant and

the vacant property to the south)

PURPOSE

The purpose of this memorandum is to coordinate a request with the Village Board for an extension to a pre-annexation agreement for two properties on the east side of Morton Road between North Avenue and St. Charles Road.

DISCUSSION

With the adoption of Ordinance 96-03-17 in March of 1996, the Village entered into a pre-annexation agreement with F.B. Family Venture, Inc., the thenowner of the 3.58-acre property at the southeast corner of North Avenue and Morton Road. The property, which is improved with John & Tony's Restaurant (previously Brian's Charhouse), was connected to the Village's sanitary sewer and public water system in 2001. For informational purposes, the property was subdivided into two lots in 2007. The northern lot, containing John & Tony's, is owned by Badway Real Estate and Investments, LLC, and the southern lot, which remains vacant, is owned by First State Bank.

The pre-annexation agreement is scheduled to expire on September 11, 2015. As it is unlikely that the property will become contiguous to the Village's corporate limits by this September, both property owners have requested that the original pre-annexation agreement be extended for five years. To accomplish the extension of the original agreement, the Village Board would need to approve an amendment to the pre-annexation agreement following a public hearing regarding the request.

Attached for your review are the following:

 A cover letter from Attorney Scott Pointner dated June 4, 2015, along with signed certifications from both property owners indicating their interest in extending the original agreement;

- A copy of the legal notice for the Public Hearing;
- A copy of the First Amendment to the Pre-Annexation Agreement, signed by authorized representatives for Badway Real Estate and Investments, LLC, and First State Bank;
- A draft Ordinance authorizing the execution of the First Amendment to the Pre-Annexation Agreement.

RECOMMENDATION

Staff recommends that the Village Board approve the attached ordinance authorizing the execution of the First Amendment to the Pre-Annexation Agreement with Badway Real Estate and Investments, LLC, and First State Bank. If the Village Board concurs, they should conduct the public hearing and adopt the ordinance.

DTB:db

c: Scott Pointner, Attorney
John Badway, Badway Real Estate and Investments, LLC
Scott Roy, First State Bank

T:\Annexation\Case Properties - Preannexation\John&Tony's\First Amendment VB Memo 71515.docx

MEMBERS: REESE J. PECK TRACY D. KASSON JOHN R. ZEMENAK SCOTT E. POINTNER KEVIN M. CARRARA TIMOTHY D. ELLIOTT JOHN S. WORTHEN CHARLES L. PHILBRICK MARK J. MCANDREW EMILY A. SHUPE



75 YEARS of SERVICE •

BERTRAM E. RATHJE (1900-1972) JOHN S. WOODWARD (1903-1990)

ATTORNEYS AT LAW
300 EAST ROOSEVELT ROAD, SUITE 300
WHEATON, ILLINOIS 60187

ASSOCIATES:
ANN MARIE L. PEREZ
KAITLYN ANNE WILD*
POLINA ARSENTYEVA
JORDAN R. FRANKLIN
*Licensed in Wisconsin

OF COUNSEL R. TERENCE KALINA HENRY S. STILLWELL III

MAIN TELEPHONE (630) 668-8500 Rub (Sirity Ein 668-9218

COMMUNITY DEVELOPMENT
DEPT

June 4, 2015

Mr. Don Bastian Assistant Community Development Director Village of Carol Stream 500 N. Gary Ave. Carol Stream, IL 60188

Re: Extension of September 11, 1995 Pre-Annexation Agreement

Dear Don:

Following up on our prior discussion, we have confirmed with First State Bank that they would like to be included in the five-year extension of the above-referenced Pre-Annexation Agreement. Attached please find signed certifications from both my client, Badway Real Estate and Investments, LLC, and First State Bank evidencing their request for this extension. Please initiate all necessary proceedings to process this request. Naturally if you need any additional information or documentation, please let me know if it relates to my client. If it pertains to the bank's property, please contact Scott Roy of First State Bank, 620 E. Main Street, St. Charles, IL 60174, sroy@firststatebank.biz, 630-549-2433.

Thank you for your attention to this matter. Please do not hesitate to call me should you have any questions or comments with regard to the above.

Very truly yours,
RATHJE & WOODWARD, LLC
Scott E. Pointner

Scott E. Pointner

SEP:kb

CERTIFICATION

Badway Real Estate and Investments, LLC, owner of the property located at 27W371 North Ave., West Chicago (PIN 01-36-400-026) which property is subject to the Pre-Annexation Agreement entered into between F.B. Family Ventures, Inc. and the Village on September 11, 1995 (the "Annexation Agreement") requests the Village to extend the Annexation Agreement for an additional 5 years. The Annexation Agreement currently will expire September 11, 2015.

First State Bank, owner of the property located at the northeast corner of Morton Road and St. Charles Road, Carol Stream (PIN 05-36-400-027) which property is subject to the Pre-Annexation Agreement entered into between F.B. Family Ventures, Inc. and the Village on September 11, 1995 ("Annexation Agreement") requests the Village to extend the Annexation Agreement for an additional 5 years. The Annexation Agreement currently will expire September 11, 2015.

| First State Bank |
|------------------|
| |
| Ву: |
| Its: |
| |

CERTIFICATION

Badway Real Estate and Investments, LLC, owner of the property located at 27W371 North Ave., West Chicago (PIN 01-36-400-026) which property is subject to the Pre-Annexation Agreement entered into between F.B. Family Ventures, Inc. and the Village on September 11, 1995 (the "Annexation Agreement") requests the Village to extend the Annexation Agreement for an additional 5 years. The Annexation Agreement currently will expire September 11, 2015.

First State Bank, owner of the property located at the northeast corner of Morton Road and St. Charles Road, Carol Stream (PIN 05-36-400-027) which property is subject to the Pre-Annexation Agreement entered into between F.B. Family Ventures, Inc. and the Village on September 11, 1995 ("Annexation Agreement") requests the Village to extend the Annexation Agreement for an additional 5 years. The Annexation Agreement currently will expire September 11, 2015.

| Badway Real Estate and Investments, LLC | First State Bank |
|-----------------------------------------|---------------------|
| | |
| Bv: | By: |
| Its: | Its: Vice Prisident |

ORDINANCE NO. 2015- -

AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE VILLAGE OF CAROL STREAM (ZONING CODE – AUTOMOBILE AND COMMERCIAL VEHICLE FUELING PLAZA)

WHEREAS, Bluestone Single Tenant Properties filed a petition with the Village of Carol Stream for a text amendment to the Village's Zoning Code to add Automobile and Commercial Vehicle Fueling Plaza as a special use within the B-3 Zoning District; and

WHEREAS, the Village Plan Commission, after notice being given, conducted a public hearing on June 22, 2015, June 29, 2015 and July 13, 2015 with respect to the request of the Petitioner and recommended that the Mayor and Board of Trustees amend Sections 16-9-4(C), Section 16-18-1 and Section 16-13-3(D) of the Village's Zoning Code as set forth herein; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to amend the Village Zoning Code as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Chapter 16, Article 9, Section 4(C) of the Village of Carol Stream Code of Ordinances is hereby amended by adding Subsection (18) to the list of special uses:

§ 16-9-4 B-3 SERVICE DISTRICT.

- (C) Special Uses.
 - (18) Automobile and Commercial Vehicle Fueling Plaza.

SECTION 2: Chapter 16, Article 18, Section 1 of the Village of Carol Stream Code of Ordinances is hereby amended by adding the following definition:

§ 16-18-1 DEFINITIONS.

AUTOMOBILE AND COMMERCIAL VEHICLE FUELING PLAZA. A retail facility that sells gasoline and diesel fuel to the public for the fueling of automobiles and commercial vehicles up to and including semi-trucks, including but not limited to one or more of the following accessory uses: convenience store, restaurant, and short-term truck parking of not more than 2 hours in accordance with Section 16-13-3 of the Zoning Code. The facility shall not include shower facilities, laundry facilities, sleeping quarters or overnight parking or storage of commercial vehicles.

SECTION 3: Chapter 16, Article 13, Section 3(D) of the Village of Carol Stream Code of Ordinances is hereby amended, by adding the following:

§16-13-3(D) SCHEDULE OF PARKING REQUIREMENTS

Required Spaces Class Use Automobile parking for uses (D) Retail Automobile and Commercial Vehicle inside the building as required in §16-13-3, plus a minimum of Fueling Plaza three truck parking spaces for each commercial vehicle fueling lane. **SECTION 4:** Those sections, paragraphs, and provisions of Chapter 16 the Village of Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Village of Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 1, 2 and 3 of this Ordinance. **SECTION 5:** This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law. PASSED AND APPROVED THIS 20th DAY OF JULY, 2015. AYES: NAYS: ABSENT: Frank Saverino, Sr., Mayor ATTEST:

Laura Czarnecki, Village Clerk

ORDINANCE NO. 2015-__--

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR PLANNED UNIT DEVELOPMENT AND TO ALLOW AN AUTOMOBILE AND COMMERCIAL VEHICLE FUELING PLAZA IN THE B-3 ZONING DISTRICT, AND A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT PLAN (BLUESTONE SINGLE TENANT PROPERTIES, LLC, 170-200 W. NORTH AVE.)

WHEREAS, Bluestone Single Tenant Properties, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow a planned unit development and an automobile and commercial vehicle fueling plaza in the B-3 Zoning District, as provided in Sections 16-16-8 and 16-9-3(C)(18) of the Carol Stream Code of Ordinances, on the property legally described in Section 1 herein and commonly known as 170-200 W. North Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on June 22, 2015, June 29, 2015 and July 13, 2015, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals further recommended to the Mayor and Board of Trustees of the Village that the Preliminary and Final Planned Unit Development Plans be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interest of the Village to grant Special Use approval and Preliminary and Final Planned Unit Development Plan approval, as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for a Special Use Permit for a Planned Unit Development and an Automobile and Commercial Vehicle Fueling Plaza and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. The automobile fueling facility, convenience store and food service uses will be convenient to the high volume of motorists that pass by the property daily. The

commercial vehicle fueling facility will be convenient not only to the high volume of commercial vehicles on North and Gary Avenues, but also to the industrial businesses occupying the approximate 20 million square feet of industrial building space in Carol Stream that utilize commercial trucking services.

- 2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. The Special Use Permit for *Planned Unit Development* and *Automobile and Commercial Vehicle Fueling Plaza* will enable the demolition of an obsolete, vacant and deteriorating building with a new, modern business that would create jobs, generate revenue and promote additional commercial development which would not be detrimental to or endanger public health, safety, morals, comfort or general welfare.
- 3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The location of the Subject Property is at the intersection of two very high volume roadways and a Planned Unit Development and Automobile and Commercial Vehicle Fueling Plaza upon the Subject Property is compatible with the character of surrounding developed properties and the Village's Comprehensive Plan. The Final Planned Unit Development Plans, and the conditions for Special Use approval as set forth in Section 3 herein, have minimized any impact on surrounding properties and the Planned Unit Development and Automobile and Commercial Vehicle Fueling Plaza should not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values within the neighborhood.
- 4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The improvements to the Subject Property and the Planned Unit Development and Automobile and Commercial Vehicle Fueling Plaza may serve as a catalyst for other improvement and property development in the area, and will not be an impediment to property improvement.
- 5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. Utilities and community facilities either have been or will be provided.
- 6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. The Subject Property is required to operate and conform to all applicable regulations, except as the Village Board may approve through the PUD or Variation processes.

SECTION 2:

A Special Use Permit is hereby approved and granted, subject to the conditions set forth in Section 3, to allow a Planned Unit Development and Automobile and

Ordinance No. 2015-Page 3 of 8

Commercial Vehicle Fueling Plaza in the B-3 Zoning District upon the real estate commonly known as 170-200 W. North Avenue, Carol Stream, Illinois, and legally described as follows:

PARCEL 1:

THE EAST 80 FEET AND ALSO THE WEST 50 FEET OF THE EAST 130 FEET LYING NORTH OF THE SOUTH 430 FEET OF THE FOLLOWING DESCRIBED LAND: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF MODAFF'S PLAT OF LOTS 2 AND 3 (RECORDED FEBRUARY 19, 1959, AS DOCUMENT 912843), SAID POINT BEING ON THE CENTER LINE OF NORTH AVENUE AND RUNNING THENCE NORTHWESTERLY ON SAID CENTER LINE 500.00 FEET TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO RECREATION SERVICES, INC. BY DOCUMENT R75-55124; THENCE SOUTH, ON THE WEST LINE OF SAID PROPERTY, 101.24 FEET TO THE SOUTHERLY LINE OF NORTH AVENUE AS CONSTITUTED AFTER CONDEMNATION CASE 16685, FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH, ON THE WEST LINE OF SAID PROPERTY CONVEYED BY DOCUMENT R75-55124, A DISTANCE OF 528.11 FEET (RECORD 528.0) TO AN IRON PIPE AT THE SOUTHWEST CORNER THEREOF; THENCE WEST, AT RIGHT ANGLES TO SAID WEST LINE. 488.08 FEE TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 50 SECONDS WEST, ON SAID WEST LINE. 604.75 FEET TO THE SOUTHERLY LINE OF NORTH AVENUE; THENCE SOUTH 81 DEGREES 02 MINUTES 17 SECONDS EAST, ON SAID SOUTHERLY LINE, 495.86 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF MODAFF'S PLAT OF LOTS 2 AND 3 IN SAID SOUTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1959, AS DOCUMENT 912843 (SAID POINT BEING ON THE CENTER LINE OF NORTH AVENUE (ILLINOIS STATE HIGHWAY ROUTE 64) AND RUNNING THENCE NORTH 80 DEGREES 56 MINUTES WEST, ON SAID CENTER LINE, 500.00 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 629.26 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 700.55 FEET TO A LINE DRAWN PARALLEL WITH AND 66 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE SOUTH LINE OF SAID MODAFF'S PLAT; THENCE SOUTH 80 DEGREES 56 MINUTES EAST, 156.22 FEET TO THE CENTER LINE OF GARY AVENUE, THENCE NORTH, ON SAID CENTER LINE OF GARY AVENUE, 66.84 FEET TO THE SOUTHEAST CORNER OF SAID MODAFF'S PLAT; THENCE NORTH 80 DEGREES 56 MINUTES WEST, ON THE SOUTH LINE OF SAID MONDATT'S PLAT, 365.63 FEET TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE NORTH, ON THE WEST LINE ON SAID PLAT, 450.63 FEET TO THE POINT

Ordinance No. 2015-Page 4 of 8

OF BEGINNING (EXCEPTING THEREFROM THAT PORTION FALLING WITHIN NORTH AVENUE AS CONSTITUTED AFTER CONDEMNATION CASE NUMBER 16685 AND THE TAKING THEREOF), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF MODAFF'S PLAT OF LOTS 2 AND 3 (RECORDED FEBRUARY 19, 1959 AS DOCUMENT 912843). SAID POINT BEING ON THE CENTERLINE OF NORTH AVENUE. AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE, 500.00 FEET TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO RECREATION SERVICES, INC. BY DOCUMENT R75-55124; THENCE SOUTH ON THE WEST LINE OF SAID PROPERTY, 101.24 FEET TO THE SOUTHERLY LINE OF NORTH AVENUE AS CONSTITUTED AFTER CONDEMNATION CASE NUMBER 16685 FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH ON THE WEST LINE OF SAID PROPERTY CONVEYED BY DOCUMENT R75-55124 A DISTANCE OF 528.11 FEET (RECORD 528.00)TO AN IRON PIPE AT THE SOUTHWEST CORNER THEREOF: THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE, 488.08 FEET TO THE WEST LINE OF SAID EAST HALF OF SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 50 SECONDS WEST ON SAID WEST LINE, 604.75 FEET TO THE SOUTHERLY LINE OF NORTH AVENUE; THENCE SOUTH 81 DEGREES 02 MINUTES 17 SECONDS EAST ON SAID SOUTHERLY LINE, 495.86 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 80 FEET AND ALSO EXCEPT THAT PART OF THE WEST 50 FEET OF THE EAST 130 FEET LYING NORTH OF THE SOUTH 430 FEET THEREOF), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF MODAFF'S PLAT OF LOTS 2 AND 3 (RECORDED FEBRUARY 19, 1959 AS DOCUMENT 912843), SAID POINT BEING THE CENTERLINE OF NORTH AVENUE, AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE 500.0 FEET TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO RECREATION SERVICES. INC. BY DOCUMENT R75-55124; THENCE SOUTH ON THE WEST LINE OF SAID PROPERTY. 101.24 FEET TO THE SOUTHERLY LINE OF NORTH AVENUE AS CONSTITUTED AFTER CONDEMNATION CASE 16685, FOR A PLACE OF BEGINNING: THENCE CONTINUING SOUTH, ON THE WEST LINE OF PROPERTY CONVEYED BY DOCUMENT R75-55124, A DISTANCE OF 527.51 FEET (RECORDED 528.0) TO AN IRON PIPE AT THE SOUTHWEST CORNER THEREOF; THENCE WEST, AT RIGHT ANGLES TO SAID WEST LINE, 488.08 FEET TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 50 SECONDS WEST, ON SAID WEST LINE. 604.75 FEET TO THE SOUTHERLY LINE OF NORTH AVENUE; THENCE SOUTH 81 DEGREES 02 MINUTES 17 SECONDS EAST, ON SAID SOUTHERLY LINES 495.86 Ordinance No. 2015-Page 5 of 8

FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 130 FEET THEREOF), IN DU PAGE COUNTY, ILLINOIS,

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permit granted in Section 2 herein is subject to the following conditions:

- 1. That there shall be only one inbound lane and two outbound lanes to accommodate right and left turns for vehicles exiting the Subject Property on the driveway at Gary Avenue and that as part of the review and approval of Final Engineering plans, the applicant shall revise the plans accordingly;
- 2. That all lighting shall be LED and shall be subject to a photometric plan that complies with the foot candle measurements set forth in the Village's Subdivision Code and which lighting shall be reviewed and approved as part of the Final Engineering plans;
- 3. That there shall be no showers, laundry facilities, sleeping quarters or video gaming allowed upon the Subject Property;
- 4. That no commercial vehicle or truck shall be parked upon the Subject Property for longer than two (2) hours and that signs advising commercial vehicle and truck drivers of the two (2) hour parking limitation must be posted on-site as shown on the signage plans, and that the operator will enter into an agreement with the Carol Stream Police Department to allow ticketing of parking violators;
- 5. That an eight foot high sound-attenuating wall shall be installed along the south property line of the Subject Property on an approximately seven foot landscaped berm, the design, length and installation of which shall be approved by the Community Development Director of the Village in accordance with generally accepted planning and engineering practices;
- 6. That the property owner must receive approval of North Avenue Corridor Review and Final Planned Unit Development Plan approval prior to the Village issuance of any building permit for the future outlot parcel;
- 7. That the only outdoor merchandise allowed to be stored or displayed on the Subject Property are propane tanks installed in accordance with all applicable codes and an ice machine;
- 8. That the gates to the trash enclosure and storage building must be closed and secured at all times except when the facility is being accessed;
- 9. That all rooftop mechanical equipment installed on the building must be fully screened from view from adjacent rights-of-way;

- 10. That except as may be revised as requested herein or by the Plan Commission/Zoning Board of Appeals or Village Board, all improvements must be constructed and maintained in accordance with the plans and exhibits set forth in Section Four of this Ordinance;
- 11. That the applicant or developer must obtain permits from the DuPage County Division of Transportation and the Illinois Department of Transportation for work within County or State rights-of-way, respectively;
- 12. That the Plat of Subdivision must be revised to include a signature block for the DuPage County DOT as related to the dedication of right-of-way along Gary Avenue;
- 13. That all internal regulatory traffic control signs must be reviewed and approved at the time of Final Engineering review;
- 14. That a tabbed storm water submittal must be submitted and approved by the Village's consultant prior to issuance of a Storm Water Certification;
- 15. That the landscape materials must be installed as shown on the approved landscape plan, and that all materials must be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
- 16. That parking spaces must be striped in accordance with the Village's looped striping detail requirements;
- 17. That the applicant must apply for and obtain the required permits for all signs prior to the construction of any signs;
- 18. That the facility must be approved as required by the Office of the State Fire Marshal; and
- 19. That the *Planned Unit Development* and *Automobile and Commercial Vehicle Fueling Plaza* shall be operated and maintained in accordance with all applicable state, county and village codes and requirements.

SECTION 4:

Final Planned Unit Development Plan approval is hereby granted for the *Planned Unit Development* and *Automobile and Commercial Vehicle Fueling Plaza* and Preliminary Planned Unit Development Plan approval is hereby granted for the approximately 1.5 acre outlot fronting North Avenue as set forth in the following plans and exhibits:

1. Preliminary/Final PUD Plan (Exhibit A – dated 7/9/15), prepared by Corporate Design and Development Group, 2675 Pratum Avenue, Hoffman Estates, IL 60192.

- 2. Landscape Plans (Exhibits B1, B2, B3 and B4 dated 7/9/15), prepared by Brusseau Design Group, LLC, 2675 Pratum Avenue, Hoffman Estates, IL 60192.
- 3. Building Elevations (Exhibits C1, C2, C3 and C4 dated 5/11/15), prepared by Pilot Flying J Design Department, 5508 Lonas Road, Knoxville, TN 37909.
- 4. Building Rendering (Exhibit D), prepared by Etera Group, 3052 West 167th Street, Markham, IL 60428
- 5. Dumpster Enclosure Plan (Exhibit E dated 5/11/15), prepared by Pilot Flying J Design Department, 5508 Lonas Road, Knoxville, TN 37909
- 6. Automobile and Truck Fueling Canopy Plans (Exhibits F1, F2, F3 and F4 dated 5/11/15), prepared by Pilot Flying J Design Department, 5508 Lonas Road, Knoxville, TN 37909
- 7. Floor Plan (Exhibit G dated 5/11/15), prepared by Pilot Flying J Design Department, 5508 Lonas Road, Knoxville, TN 37909
- 8. Sign Plans (Exhibits H1, H2 and H3 dated 5/11/15), prepared by Pilot Flying J Design Department, 5508 Lonas Road, Knoxville, TN 37909 provided that the ground signs fully comply with the height requirements of the Village's Sign Code unless otherwise approved by the Village Board
- 9. Preliminary Engineering Plan (Exhibit I dated 7/9/15), prepared by Mackie Consultants, 9575 W. Higgins Road, Suite 500, Rosemont, IL 60018
- 10. Typical Berm Cross Section (Exhibit J undated), provided, however, that the design, length and installation of which shall be subject to review and approval of the Community Development Director in accordance with generally accepted planning and engineering practices.

SECTION 5:

That the Preliminary and Final Planned Unit Development Plan approval granted in Section 4 herein is subject to the conditions for special use approval as provided in Section 3 herein and shall include the following exceptions:

- 1. The following outdoor merchandise shall be allowed to be stored or displayed on the property: propane tanks installed in accordance with all applicable codes and an ice machine.
- 2. Eight per cent (8%) rather than ten per cent (10%) greenspace shall be allowed within the automobile parking lot.

Ordinance No. 2015-Page 8 of 8

SECTION 6:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by all of the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

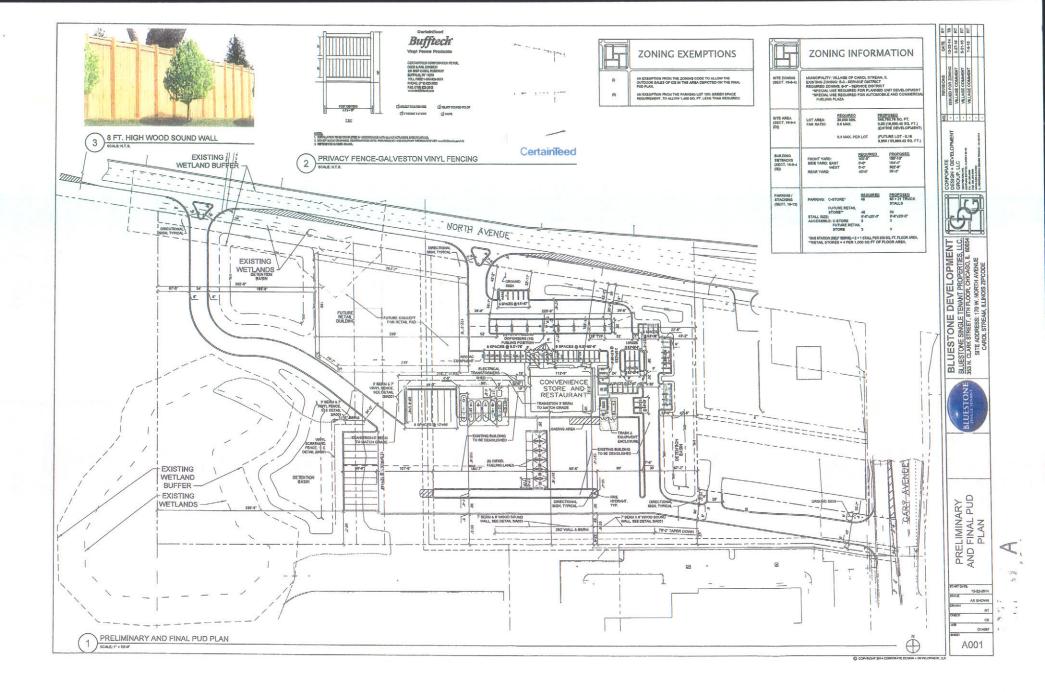
SECTION 7:

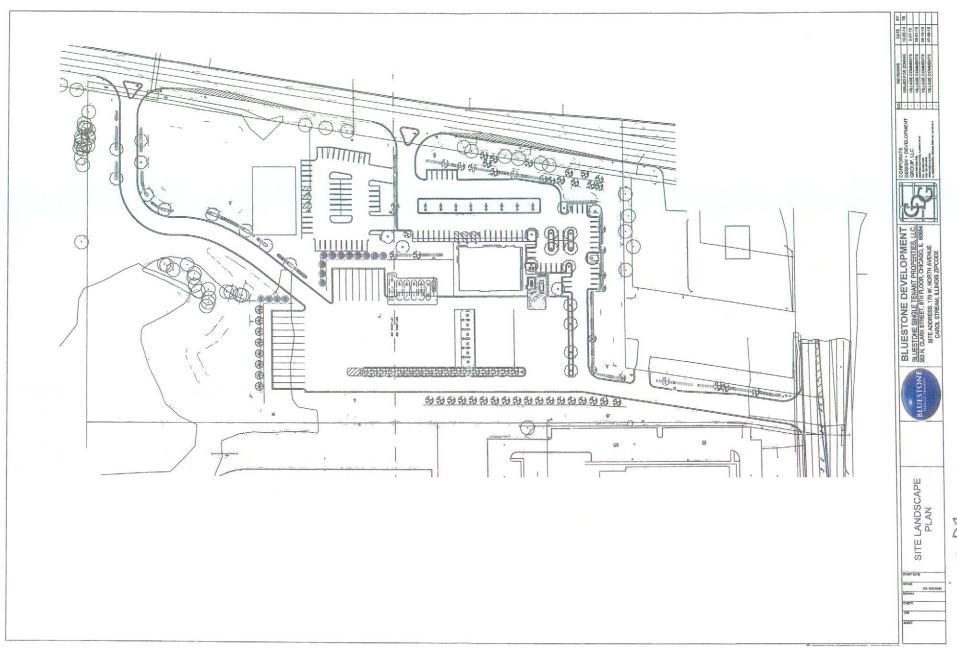
The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

| PASSED AND APPROVED T | HIS 20th DAY OF JULY, 2015. |
|--------------------------------|--------------------------------------------------------------------------------------------|
| AYES: | |
| NAYS: | |
| ABSENT: | |
| | |
| ATTEST: | Frank Saverino, Sr. Mayor |
| Laura Czarnecki, Village Clerk | _ |
| , , | anaging member of Bluestone Single Tenan the owner and/or party in interest of the Subject |

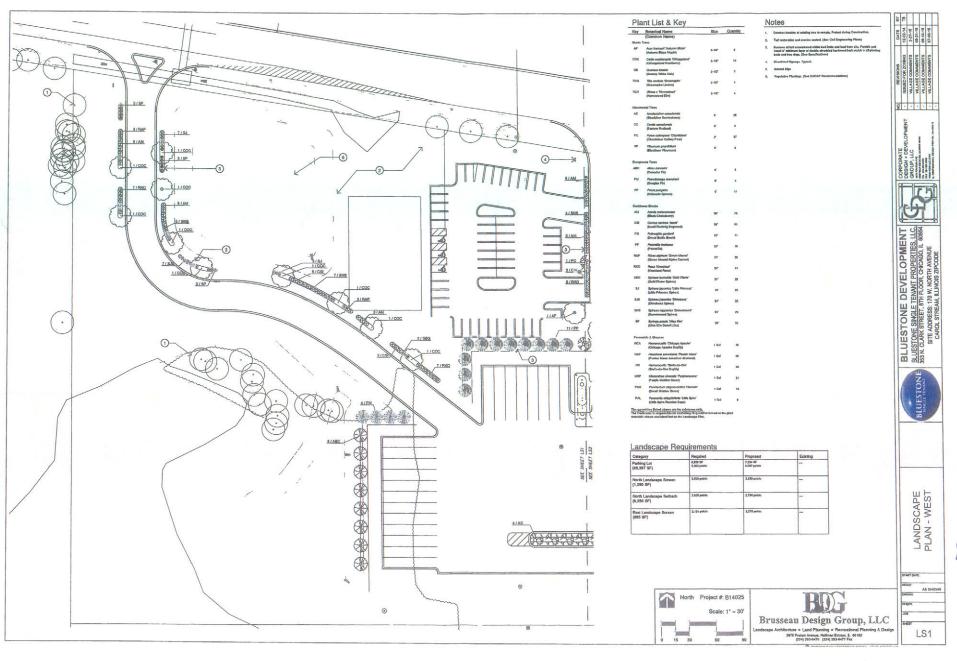
I, Richard Claes, being the managing member of Bluestone Single Tenant Properties, LLC, the Petitioner and the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit. Bluestone Single Tenant Properties, LLC further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

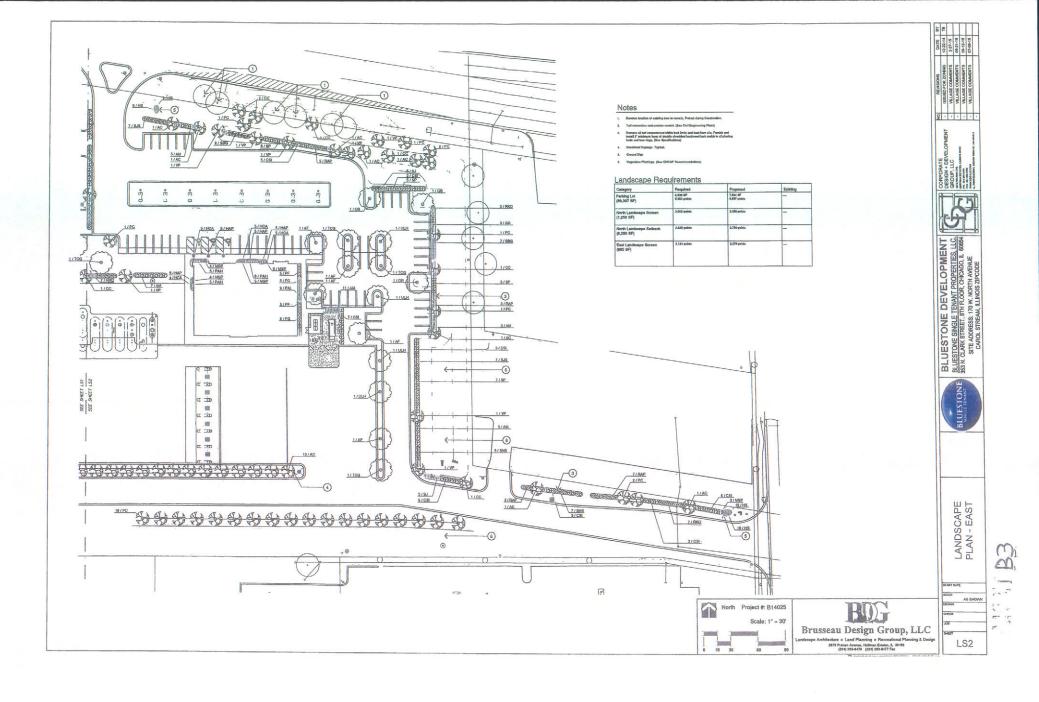
| Date | Owner/Party In Interest |
|------|-------------------------|

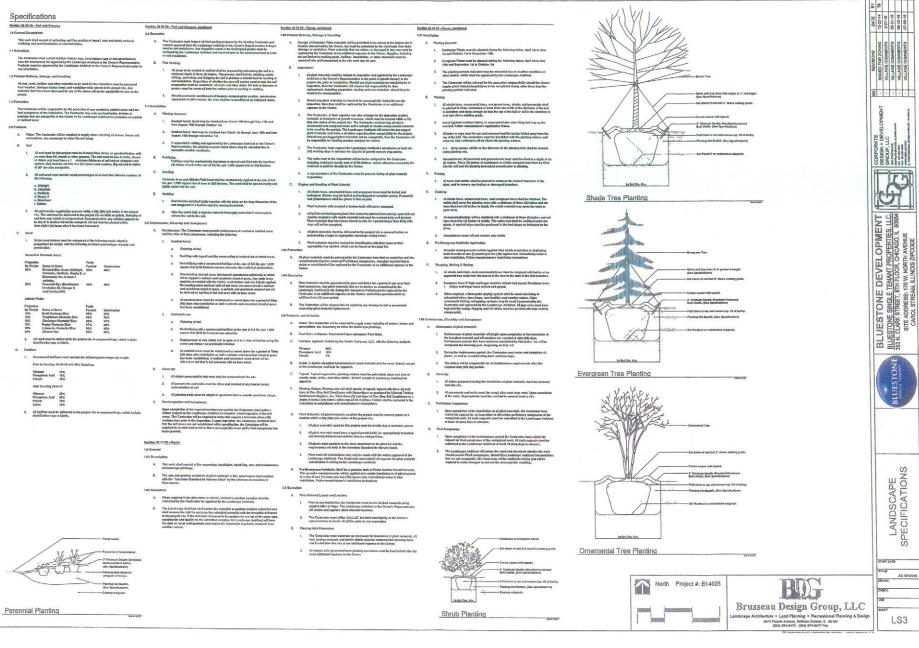


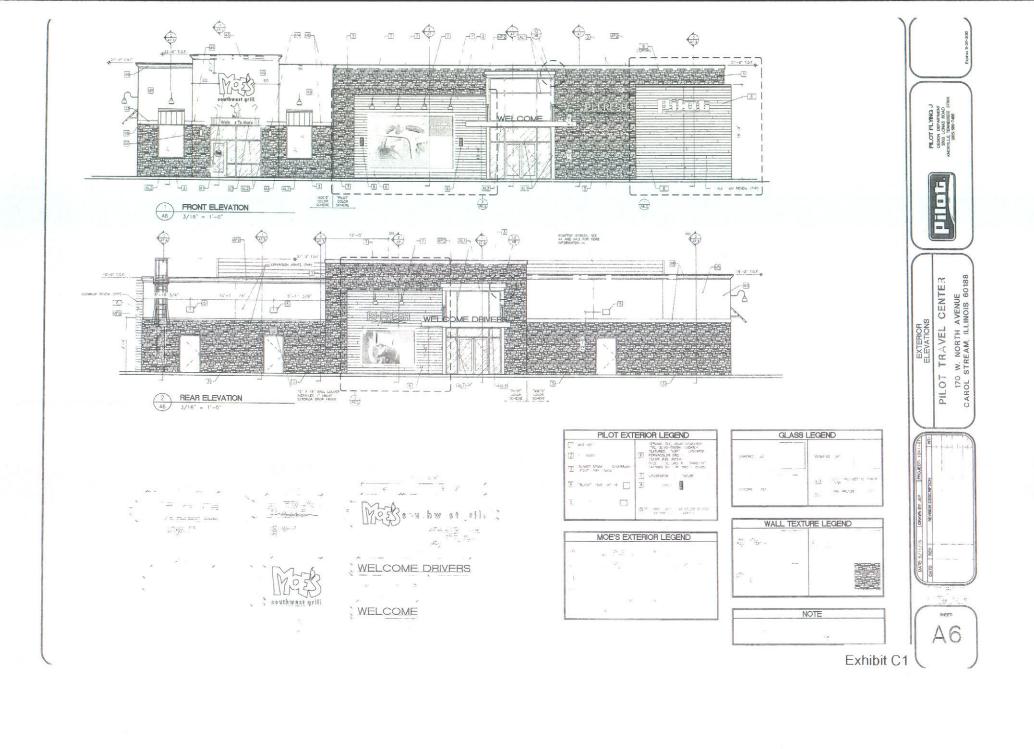


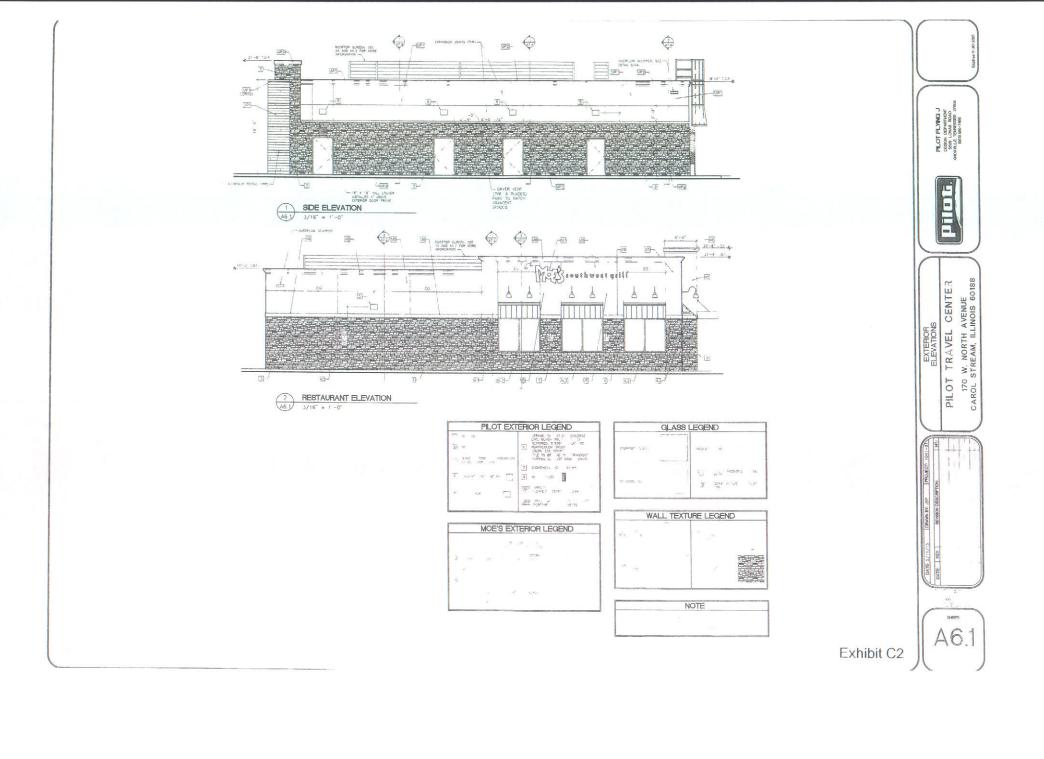
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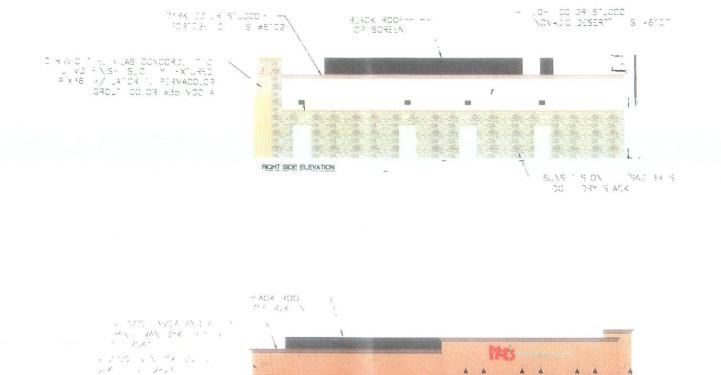






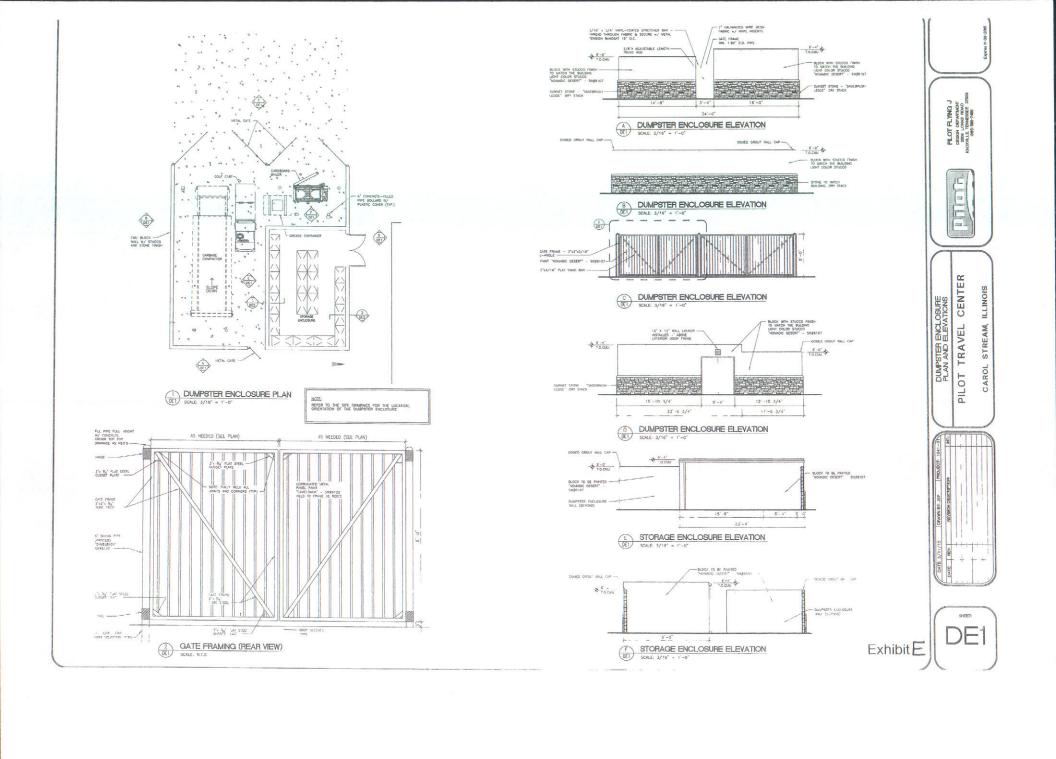
REAR ELEVATION

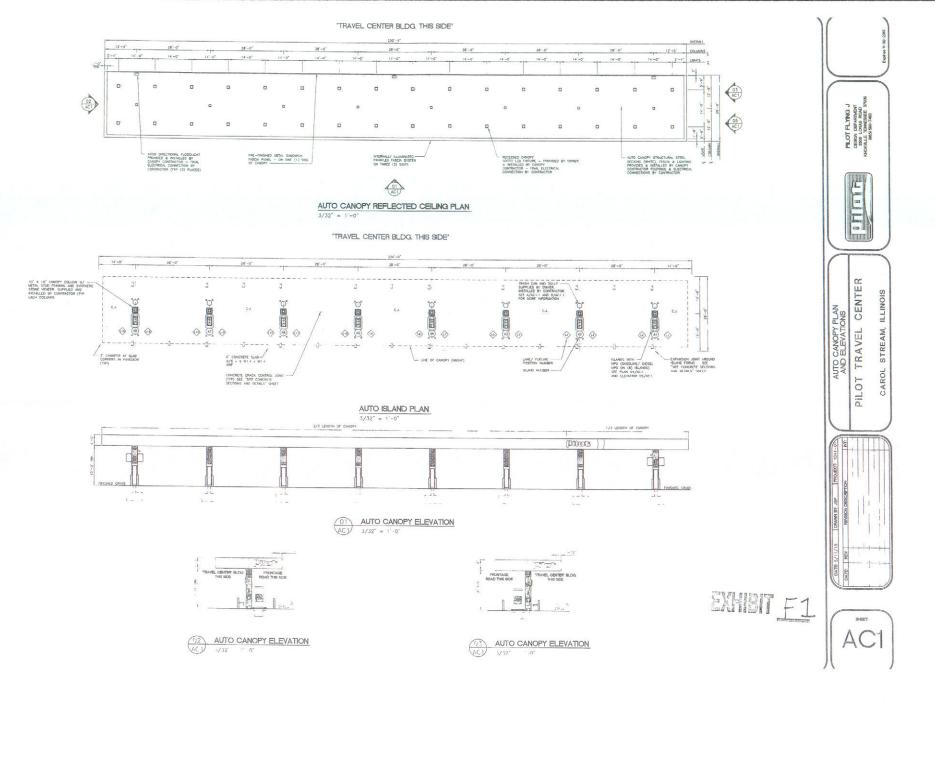


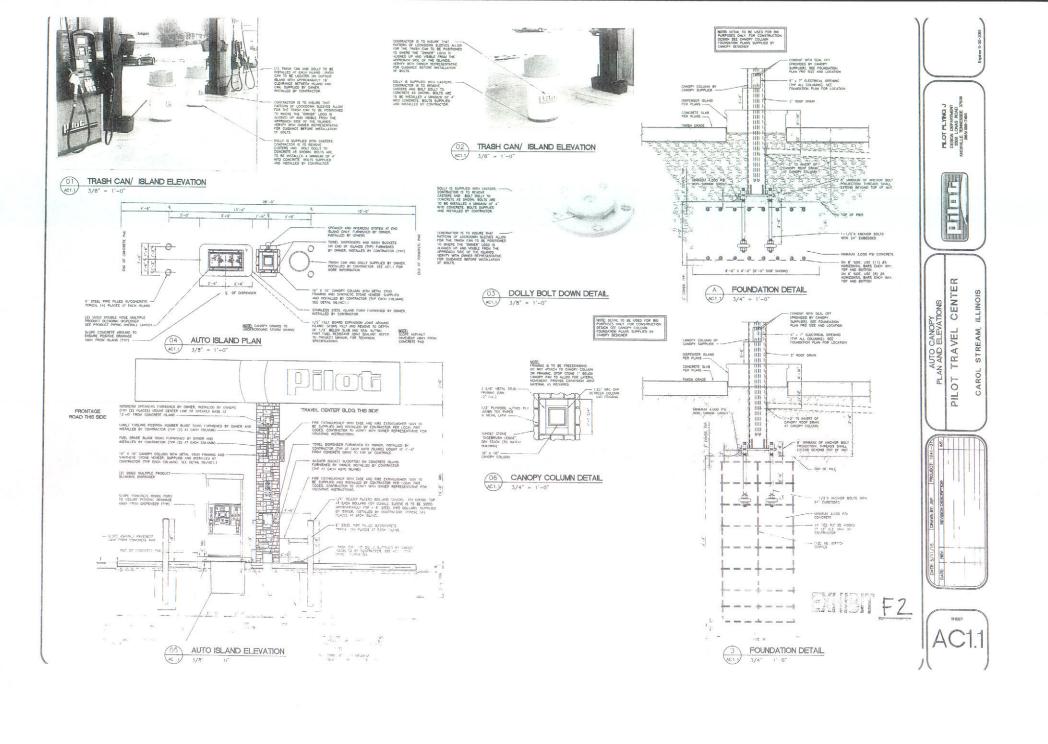


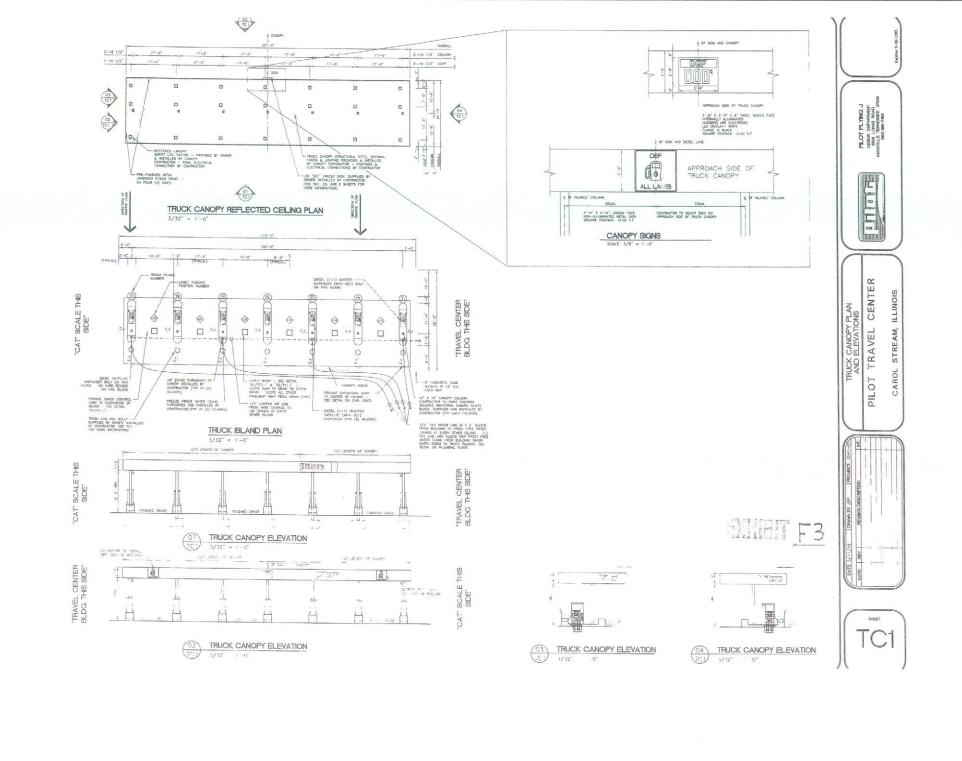
LEFT SIDE ELEVATION

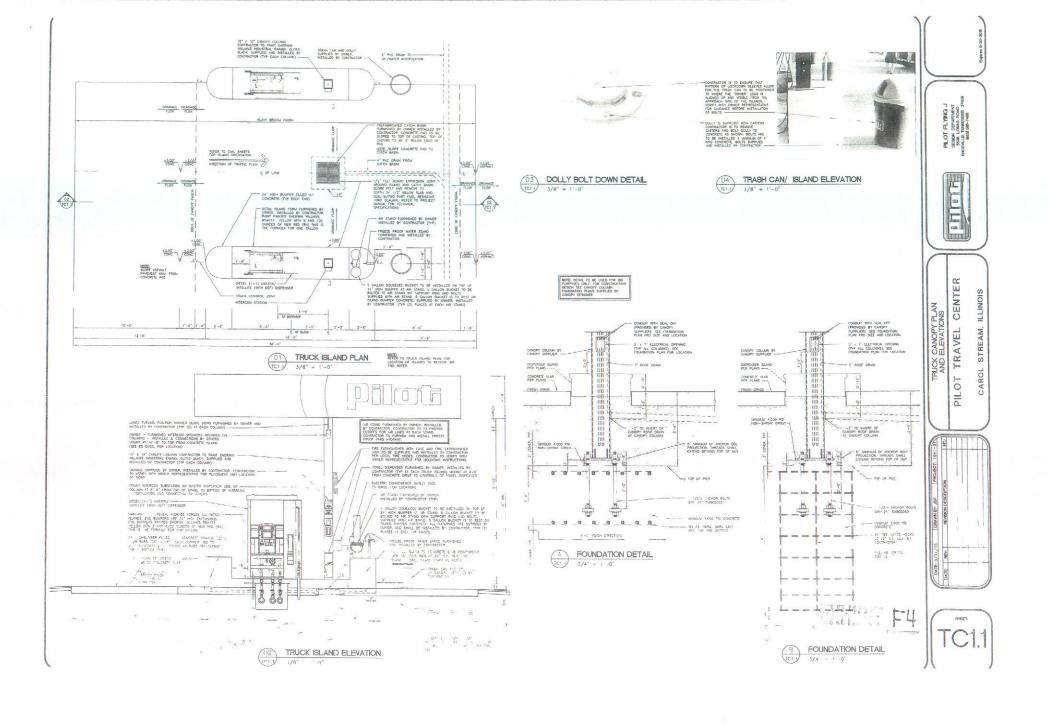


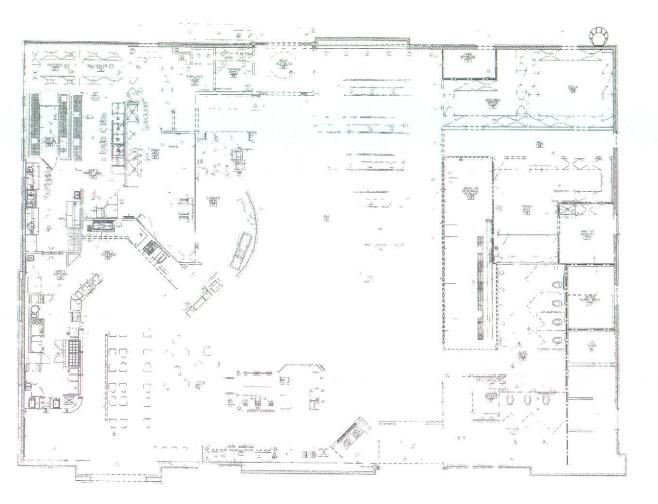












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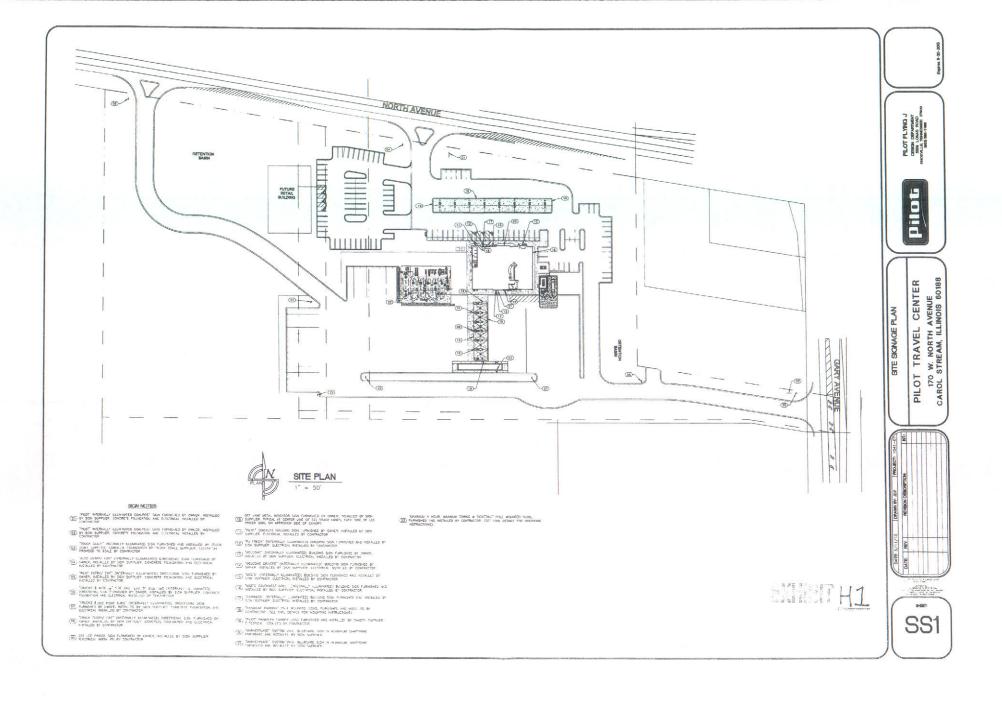
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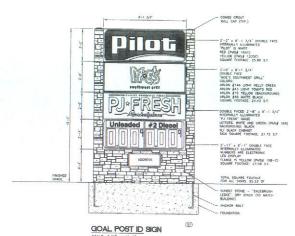
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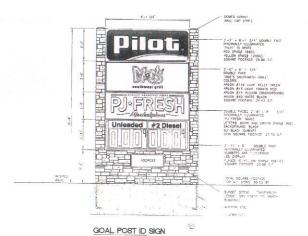
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EQUIPMENT









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CUSTOM VINIL GRAPHIC IN ALLIANNIA SAMPTRAME HON-ILLIANNATED SQUARE FOOTAGE: 83.33 SF.

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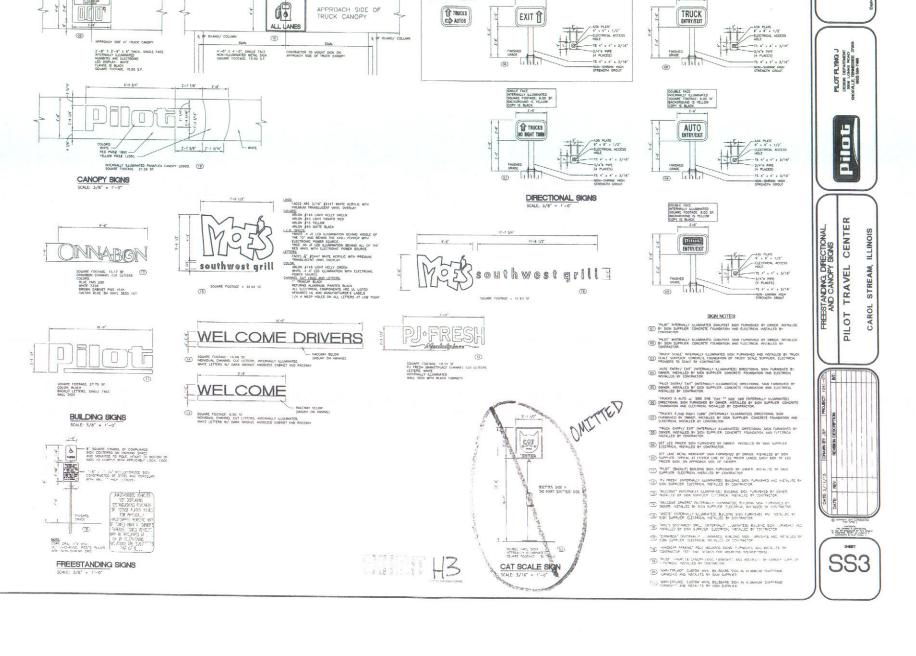
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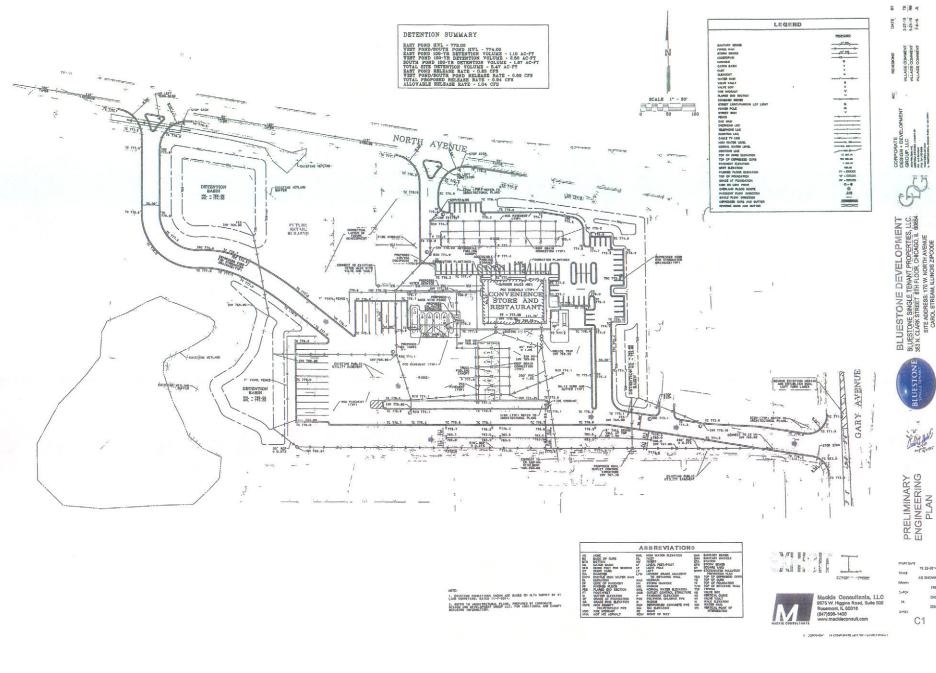


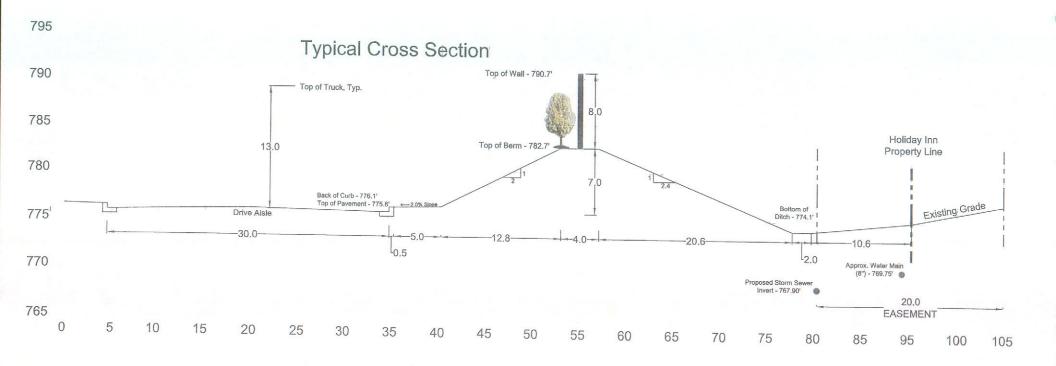
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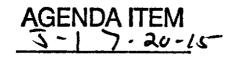
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ONE SIGN





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Village of Carol Stream

Laura Czarnecki, Village Clerk

Location:

Lies Road

Section No.: Project No.: 15-00061-00-BT TE-01D1(015)

Job No.:

P-91-409-15

DuPage County

| DECOL | TITTE | AT ATA | |
|-------|-------|--------|--|
| RESOL | UHU | N NU. | |

A RESOLUTION APPROVING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION-LIES ROAD BIKE TRAIL GARY AVE. TO SCHMALE ROAD

WHEREAS, Village of Carol Stream is attempting to improve a segment of Lies Road from Gary Avenue to Schmale Road that is approximately 1.02 miles in length.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local match.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS that Village of Carol Stream authorized nineteen thousand, nine hundred and forty-six dollars, (\$19,946) or as much may be needed to match federal funds in the completion of MFT Section Number 15-00061-00-BT

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to transmit four certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation.

| | PASSED AND APPROVED THIS 20th | th DAY OF JULY, 2015. |
|------|-------------------------------|-----------------------|
| | AYES: | |
| | NAYS: | |
| | ABSENT: | |
| | | |
| | = | |
| ATTE | | rank Saverino, Mayor |
| | | |
| | | |



| Local Public Agency | State Contract | Day Labor | Local Contract | RR Force Account |
|-------------------------|----------------|-----------|----------------|------------------|
| Village of Carol Stream | | | X | |
| Section | Fund Type | | ITEP, SRTS, o | r HSIP Number(s) |
| 15-00061-00-BT | ITEP | | 131098 | |

| Cons | struction | Engir | neerina | Right | -of-Way |
|------------|----------------|-------------|----------------|------------|----------------|
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| | | P-91-409-15 | TE-01D1(015) | | |

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by

| the Federal Highway Administration, hereinafter re | eterred to as "FHWA". | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------|
| | Location | |
| Local Name Lies Road | Route FAU 1375 | Length 1.02 mi |
| Termini Gary Avenue to Schmale Road | | |
| Current Jurisdiction LA | TIP Number <u>08-14-0022</u> | Existing Structure No NA |
| | Project Description | |
| Preliminary Engineering services for construction street bike path will be a 3" HMA surface over 9" a be installed at traffic signals. No drainage improve | aggregate base and will comply with AD. | A design criteria. Pedestrian signal heads will |

submitted with a Project Development Report.

| | | | | Division | of Cost | | | | | | | |
|--------------------------------|--------------|---|------|----------|----------------|---|--------------------|--------|---|-----|----|--------|
| Type of Work | ITEP | | % | | | % | | LPA | | % | | Total |
| Participating Construction | | (| |) | (| |) | | (| |) | |
| Non-Participating Construction | | (| |) | (| |) | | (| |) | |
| Preliminary Engineering | 79,784 | (| * |) | (| |) | 19,946 | (| BAL |) | 99,730 |
| Construction Engineering | | (| |) | (| |) | | (| |) | |
| Right of Way | | (| |) | (| |) | | (| |) | |
| Railroads | | (| |) | (| |) | | (| |) | |
| Utilities | | (| |) | (| |) | | (| |) | |
| Materials | | | | | | | | | | | | |
| TOTAL | \$ 79,784 | • | | \$ | | | \$ _ | 19,946 | | | \$ | 99,730 |
| | | | A 41 | D) | tian 000/ makk | | 1 0 7 0 | 704 | | | | |

* Maximum FHWA (ITEP) participation 80% not to exceed \$79,784.

NOTE:

The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursment.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

| METHOD ALump Sum (80% | of LPA Obligation) | | |
|------------------------------|-----------------------|------------------------------------------------|----------------------------|
| METHOD B | _ Monthly Payments of | due by the | of each successive month. |
| METHOD C LPA 's Share | | _ divided by estimated total cost multiplied b | y actual progress payment. |

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as my be required to recover the debt.

- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property:
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
 - To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries.and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 - Federal funds utilized for constructon activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.
- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

| enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence |
|------------------------------------------------------------------------------------------------------------------------------|
| of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the |
| provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program. |

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

| | ADDENDA | |
|--------------------------------|------------------------------------------------------------------------------------------|---|
| Additional information and/or: | stipulations are hereby attached and identified below as being a part of this Agreement. | |
| | Number 2 – LPA Appropriation Resolution | |
| · | (Insert Addendum numbers and titles as applicable) | _ |

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

| | Local Public Agency | | State of Illinois | |
|-----------------------------------|--------------------------------------------------|---------------------|---------------------------------------------------|------|
| | | | Department of Transportation | |
| <u>N</u> | Name of Official (Print or Type | Name) | Randall S. Blankenhorn, Secretary | Date |
| | | | Ву: | |
| Title (County | Board Chairperson/Mayor/Villa | age President/etc.) | Aaroп A. Weatherholt, Deputy Director of Highways | Date |
| | (Signature) | Date | Omer Osman, Director of Highways/Chief Engineer | Date |
| | , , | | | |
| The above sign 36-2510906 Entity. | ature certifies the agency conducting business a | | William M. Barnes, Chief Counsel | Date |
| DUNS Number | 051080190 | | Jim Ofcarcik, Acting Chief Fiscal Officer (CFO) | Date |

<u>NOTE</u>: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

Location Map



EXHIBIT A - Project Map

Lies Road Bikeway
Gary Avenue to Schmale Road
Village of Carol Stream

Village of Carol Stream

Interdepartmental Memo

TO:

Joseph Breinig, Village Manager

FROM:

William N. Cleveland, Assistant Village Engineer

DATE:

July 14, 2015

RE:

Resolution to Approve a Local Agency Agreement for Federal

Participation - Lies Road Bike Trail - Gary to Schmale

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.

The current cost estimate for Phase I Engineering is \$99,730, of which \$79,784 is from FHWA (ITEP) funding and \$19,946 is from Village funding. Actual costs will be used in the final division of cost for billing and reimbursement based on an 80/20 split for ITEP funds.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost.

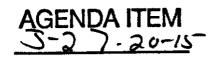
Engineering staff therefore recommends a resolution be approved and the agreement signed by the Mayor and returned to IDOT for final processing.

Cc:

James T. Knudsen, Director of Engineering Services

Jon Batek, Finance Director Adam Frederick, Civil Engineer

Attachment



Village of Carol Stream

Laura Czarnecki, Village Clerk

Location:

Kuhn Road

Section No.:

15-00060-00-BT TE-01D1(012)

Project No.: Job No.:

P-91-403-15

DuPage County

| RESOLUTION | N NO. |
|------------|----------|
| TOPOLITOR | . 1 1104 |

A RESOLUTION APPROVING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION-KUHN ROAD BIKE TRAIL LIES ROAD TO ARMY TRAIL ROAD

WHEREAS, Village of Carol Stream is attempting to improve a segment of Kuhn Road from Lies Road to Army Trail Road that is approximately 0.71 miles in length.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local match.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS that Village of Carol Stream authorized fourteen thousand, five hundred and twelve dollars, (\$14,512) or as much may be needed to match federal funds in the completion of MFT Section Number 15-00060-00-BT

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to transmit four certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation.

| | PASSED AND APPROVED THIS | 20th DAY OF JULY, 2015. |
|------|--------------------------|-------------------------|
| | AYES: | |
| | NAYS: | |
| | ABSENT: | |
| | | |
| ATTE | ST: | Frank Saverino, Mayor |

| minois Department of Transportation |
|---------------------------------------------------------|
| Local Public Agency Agreement for Federal Participation |

| Local Public Agency | State Contract | Day Labor | Local Contract | RR Force Account |
|-------------------------|----------------|-----------|----------------|------------------|
| Village of Carol Stream | | | X | |
| Section | Fund Type | | ITEP, SRTS, o | r HSIP Number(s) |
| 15-00060-00-BT | ITEP | | 131086 | |

| Con | struction | Engir | neering | Right | -of-Way |
|------------|----------------|-------------|----------------|------------|----------------|
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| | | P-91-403-15 | TE-01D1(012) | | |

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

| prepared by, or on behalf of the the Federal Highway Administra | | | | | ATE's policie | es and p | orocedures ap | proved and | d/or required by |
|------------------------------------------------------------------------------------------------|----------------|------|---------|--------------------|---------------|----------|-----------------------------------------|--------------|-----------------------|
| | | | | Location | | | - '. | | |
| Local Name Kuhn Road | | | | Route | FAU 25 | 554 | | L | _ength <u>0.71 mi</u> |
| Termini Lies Road to Army T | rail Road | | | | | | | | |
| Current Jurisdiction <u>LA</u> | | | | TIP Number | 08-14-002 | 4 | Existing | Structure I | No NA |
| | | | | Project Descrip | tion | | *************************************** | , · <u>-</u> | |
| Preliminary Engineering service street bike path will be a 3" HM improvements are anticipated. | A surface over | 9" a | iggrega | te base and will o | omply with A | ADA de | sign criteria. N | lo signal d | or drainage |
| | | · | | Division of Co | st | | | | |
| Type of Work Participating Construction | ITEP | (| % |) | % |) | LPA | % | Total |
| Non-Participating Construction Preliminary Engineering | 58,049 | (| • |) | (|) | 14,512 | ((BAL |) 72,561 |
| Construction Engineering Right of Way | | (| |) | (|) } | | (|) |

* Maximum FHWA (ITEP) participation 80% not to exceed \$58,049.

58,046

NOTE:

Railroads Utilities Materials TOTAL

The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursment.

14,512

72,561

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

| Method o | f Financing | (State Contract Work Only |
|----------|-------------|---------------------------|
|----------|-------------|---------------------------|

| METHOD ALump Sum (80% of LPA Obligation) | | | | | | |
|------------------------------------------|---------------------|--------------------------------------------|-----------------------------|--|--|--|
| METHOD B | Monthly Payments of | due by the | of each successive month | | | |
| METHOD CLPA's Share | | divided by estimated total cost multiplied | by actual progress payment. | | | |

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.
- To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
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 - Method C Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as my be required to recover the debt.

- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
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 - The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
 - To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries.and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20,205.
 - Federal funds utilized for constructon activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.
- That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.
 - The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

| enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence |
|------------------------------------------------------------------------------------------------------------------------------|
| of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the |
| provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program. |

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 - LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

ADDDOVED

| AFFROVED | | | AFFROVED | | | | |
|---------------------------------------------------------------|--------------------------------|---------------------|---------------------------------------------------|------|--|--|--|
| Local Public Agency | | | State of Illinois | | | | |
| | | | Department of Transportation | | | | |
| Na | ame of Official (Print or Type | Name) | Randall S. Blankenhorn, Secretary | Date | | | |
| | | | Ву: | | | | |
| Title (County Board Chairperson/Mayor/Village President/etc.) | | age President/etc.) | Aaron A. Weatherholt, Deputy Director of Highways | Date | | | |
| | (Signature) | Date | Omer Osman, Director of Highways/Chief Engineer | Date | | | |
| The shove signs | ature certifies the agency | r'e TIN number is | William M. Barnes, Chief Counsel | Date | | | |
| 36-2510906 Entity. | conducting business | | Tames. M. Barries, errier counser | Date | | | |
| DUNS Number | 051080190 | | Jim Ofcarcik, Acting Chief Fiscal Officer (CFO) | Date | | | |

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDDOVED

Location Map

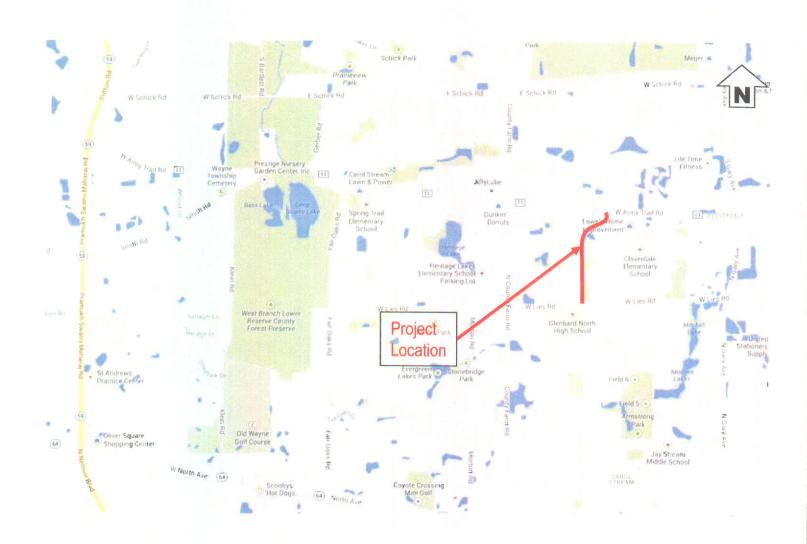


EXHIBIT A - Project Map

Kuhn Road Bikeway Lies Road to Army Trail Road Village of Carol Stream

Village of Carol Stream

Interdepartmental Memo

TO:

Joseph Breinig, Village Manager

FROM:

William N. Cleveland, Assistant Village Engineer

DATE:

July 14, 2015

RE:

Resolution to Approve a Local Agency Agreement for Federal

Participation - Kuhn Road Bike Trail - Lies to Army Trail

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.

The current cost estimate for Phase I Engineering is \$72,561, of which \$58,046 is from FHWA (ITEP) funding and \$14,512 is from Village funding. Actual costs will be used in the final division of cost for billing and reimbursement based on an 80/20 split for ITEP funds.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost.

Engineering staff therefore recommends a resolution be approved and the agreement signed by the Mayor and returned to IDOT for final processing.

Cc:

James T. Knudsen, Director of Engineering Services

Jon Batek, Finance Director Adam Frederick, Civil Engineer

Attachment

Village of Carol Stream Interdepartmental Memo

TO:

Joseph E. Breinig, Village Manager

FROM:

Rose Armstrong

DATE:

July 13, 2015

RE:

Parents and Teens Together, Inc.

Fee Waiver Request

Raffle License Application and Sound Amplification Permit

Yvonne Petit in conjunction with Parents and Teens Together, Inc. ("P.A.T.T.") is hosting the 10th anniversary JP Fun Run on Saturday, August 29, 2015 at the Ross Ferraro Town Center. P.A.T.T. is a 501c (3) not-for-profit charitable organization which addresses underage drinking in the Carol Stream community. During this event, applicant would like to hold a raffle and also play amplified music.

A Sound Amplification Permit Application has been submitted and is available in the clerk's office for the Board's review.

The raffle license application and required documentation is on file in the Village Clerk's office for your review.

Applicant is requesting a waiver of the raffle license fee, waiver of the manager fidelity bond and waiver of the sound amplification permit fee as indicated in the attached letters.

Please place this item on the agenda for the July 20, 2015 Board Meeting for the Board's review and consideration.

Thank you.

Attachments

PARENTS AND TEENS TOGETHER

Phone: (630) 251-1809 Fax: (630) 990-5597 E-Mail: Yvonne,Petit@advocatehealth.com



June 17, 2015

Dear Board Members,

On behalf of P.A.T.T. (Parents and Teens Together), we would like to ask that you wave the Sound Amplifier Permit Application fee. P.A.T.T. is a legal 501c(3) non for profit charitable organization.

Our mission is to address underage drinking in the Carol Stream community. We will work with our village partners to spearhead preventive community wide functions designed to promote the positives within our community. We will enable our young people to live long and healthy lives.

Our vision is to establish PATT as a long-term community asset. PATT will focus on the preventive aspect of underage drinking. PATT will be a source of information, a leader in our local community, and a participant for positive change.

On August 29, 2015 we are hosting our PATT 10th anniversary special event. This fundraiser not only helps us to continue to support our local youth organizations but offers awareness to our community on the continuing problem of underage drinking.

We would like to thank you for your generosity and support and we hope that you join us on September 1st for lots of fun in the park.

Best Wishes,

Yvonne & Doug Petit
Parent and Teens Together, INC.

PARENTS AND TEENS TOGETHER

Phone: (630) 251-1809 Fax: (630) 990-5597 E-Mail: Yvonne.Petit@advocatehealth.com



June 17, 2015

Dear Board Members,

On behalf of P.A.T.T. (Parents and Teens Together), we would like to ask that you wave the Raffle License Application fee and the Manager's Fidelity Bond. P.A.T.T. is a legal 501c(3) non for profit charitable organization.

Our mission is to address underage drinking in the Carol Stream community. We will work with our village partners to spearhead preventive community wide functions designed to promote the positives within our community. We will enable our young people to live long and healthy lives.

Our vision is to establish PATT as a long-term community asset. PATT will focus on the preventive aspect of underage drinking. PATT will be a source of information, a leader in our local community, and a participant for positive change.

On August 29, 2015 we are hosting our PATT 10th anniversary special event. This fundraiser not only helps us to continue to support our local youth organizations but offers awareness to our community on the continuing problem of underage drinking.

We would like to thank you for your generosity and support and we hope that you join us on September 1st for lots of fun in the park.

Best Wishes,

Yvonne & Doug Petit
Parent and Teens Together, INC.

Village of Carol Stream Interdepartmental Memo

DATE:

July 17 2015

TO:

Joseph E. Breinig, Village Manager

FROM:

Christopher Oakley, Assistant to the Village Manager

RE:

Raffle License Application for 5 Summer Concerts

A raffle license application from the Illinois Chapter of Operation Support Our Troops America (OSOTA) to sell raffle chances at 6 upcoming summer concerts including the 'Concert for the Troops' August 19th which is tentatively rescheduled for Wednesday, August 19th pending the execution of a performance contract with the 7th Heaven band is on file in Administration Department. The raffle license application requests approval from the Village Board of Trustees to conduct a 50/50 Raffle on behalf of the Illinois Chapter of the Operation Support Our Troops America charity during Raffle tickets are sold by Village staff persons for \$1/chance or 6 chances for \$5 beginning at 6 pm and ending at 7:50 pm with the actual drawing held on the Gazebo Stage between the featured band's 1st and 2nd music sets. It is precedent for the Village Board to waive both the raffle application fee and manager bond requirement and to this end request that same consideration for this year's effort. Fifty percent (50%) of the proceeds from the sale of raffle chances at the upcoming 6 summer concerts will be donated to the Illinois Chapter of OSOTA.

| Vendor / Description | Amount | Account Number | Account Description | <u>Invoice No.</u> | Purchase <u>Order</u> |
|-------------------------------------|-----------------------|----------------|-----------------------------|----------------------|--------------------------|
| ACCESS ONE | | | | | |
| PHONE SERVICE- JULY | 2,358.12 2,358.12 | 01590000-52230 | TELEPHONE | 1599909 | |
| ACCURATE OFFICE SUPPLY CO | _, | | | | |
| TONER-CASHIER | 167.00 167.00 | 01652800-52226 | OFFICE EQUIPMENT MAINTENA | ANG32176 | |
| ACTION LOCK & KEY | | | | | |
| KEYS-TC | 30.00 30.00 | 01680000-53319 | MAINTENANCE SUPPLIES | 06/03/15 KEYS | |
| ALL TRAFFIC SOLUTIONS | | | | | |
| TRAFFIC SUITE RNWL 6/25-15- 6/23/16 | 1,500.00 1,500.00 | 01662300-52255 | SOFTWARE MAINTENANCE | Q-14889 | |
| ALLIED ASPHALT PAVING COMPANY | , | | | | |
| ASPHALT | 52.53 52.53 | 01670500-53317 | OPERATING SUPPLIES | 191688 | |
| AMAZON.COM | | | | | |
| BLANKETS | 121.30 | 01662700-53317 | OPERATING SUPPLIES | 4640244-1 | |
| CELL ACCESSORIES | 34.00 | 01662700-53317 | OPERATING SUPPLIES | 5729857 | |
| CELL ACCESSORIES | 72.30 | 01662700-53317 | OPERATING SUPPLIES | 7893064 | |
| LOCKOUT TOOLS | 39.95 | 01662700-53317 | OPERATING SUPPLIES | 4640244-3 7754626 | |
| MAGLITE BATTERIES | 206.50 | 01662757-53317 | OPERATING SUPPLIES | 7015410 | |
| PHOTO FRAMES | 69.24 | 01662700-53317 | OPERATING SUPPLIES | 7061026 | |
| REPLACEMENT DRIVES | 58.50 | 01662700-53317 | OPERATING SUPPLIES | 0452219 | |
| SEAL PLUG | 53.88 | 01696200-53317 | OPERATING SUPPLIES | 5538631 | |
| UNIFORM SHOES-JUNGERS | 84.99 | 01662700-53324 | UNIFORMS OPERATING SUPPLIES | 4640244-2 | |
| WATER RESCUE | 25.00 | 01662700-53317 | OFENALING JUFFELLS | | |
| | 765.66 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|---------------------------------------|------------|----------------|-------------------------------|--------------------|--------------------------|
| AMER PLANNING ASSN | | | | | |
| PLAN COMM 2016 DUES | 450.00 | 01530000-52234 | DUES & SUBSCRIPTIONS | 038844-1545 | |
| _ | 450.00 | | | | |
| AMERICAN EXPRESS MERCHANT SERVICES | | | | | |
| AMEX CC FEES JUNE 2015 | 17.22 | 04203100-52221 | UTILITY BILL PROCESSING | INV 9693 JUNE 2015 | |
| AMEX CC FEES JUNE 2015 | 17.23 | 04103100-52221 | UTILITY BILL PROCESSING | INV 9693 JUNE 2015 | |
| AMEX CC FEES JUNE 2015 | 61.75 | 04103100-52221 | UTILITY BILL PROCESSING | INV 8573 JUNE/2015 | |
| AMEX CC FEES JUNE 2015 | 61.76 | 04203100-52221 | UTILITY BILL PROCESSING | INV 8573 JUNE/2015 | |
| | 157.96 | | | | |
| AMERICAN FIRST AID | | | | | |
| FIRST AID SUPPL MAY | 38.39 | 01590000-53317 | OPERATING SUPPLIES | 23291 | |
| | 38.39 | | | | |
| AMERICAN MESSAGING | | | | | |
| RECORDS PAGER-JUNE | 8.34 | 01662600-52243 | PAGING | U1113407PF | |
| SSU PAGERS- JUNE | 25.05 | 01662500-52243 | PAGING | U1113407PF | |
| | 33.39 | | | | |
| AMERICAN PUBLIC WORKS ASSOCIATION | | | | | |
| APWA EXPO 5/20 KNUDSEN | 140.00 | 01620100-52223 | TRAINING | 14075 | |
| - | 140.00 | | | | |
| AMERICAN ROAD MAINTENANCE | | | | | |
| | -13,883.80 | 11-21344 | RETAINAGE AMERICAN ROAD M | | 20160012 |
| 2015 ASPHALT REJUV PROJ | 130,838.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEME | N1M15-0007 | 20160012 |
| _ | 116,954.20 | | | | |
| AMERICAN SOCIETY OF CIVIL ENGINEERS | | | | | |
| AD FOR CIVIC ENGINEER II 5/6-5/9 2014 | 10.00 | 01600000-52228 | PERSONNEL HIRING | 2014 AD | |
| | 10.00 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|-----------------------------------|---------------|----------------|-------------------------------|---------------------|--------------------------|
| ARENDS HOGAN WALKER LLC | | | | | |
| FIELD WIND | 104.82 | 01696200-53354 | PARTS PURCHASED | 1047775 | |
| PIN FASTENER | 105.37 | 01696200-53354 | PARTS PURCHASED | 1054290 | |
| TAX CREDIT | -21.95 | 01696200-53354 | PARTS PURCHASED | 1028776 | |
| WHEEL, AXEL | 110.96 | 01696200-53354 | PARTS PURCHASED | 1047680 | |
| _ | 299.20 | | | | |
| BANK OF AMERICA MERCHANT SERVICES | | | | | |
| CC MERCHANT FEE JUNE/15 | 204.28 | 04103100-52221 | UTILITY BILL PROCESSING | INV 2882 JUNE/15 | |
| CC MERCHANT FEE JUNE/15 | 204.28 | 04203100-52221 | UTILITY BILL PROCESSING | INV 2882 JUNE/15 | |
| | 408.56 | | | | |
| BARN OWL FEED & GARDEN CENTER | | | | | |
| GRASS SEED | 2.21 | 01670400-53317 | OPERATING SUPPLIES | 181542 | |
| | 2.21 | | | | |
| BAUDVILLE | | | | | |
| CERT FOLDER | 937.30 | 01662600-53314 | OFFICE SUPPLIES | 289285 9 | |
| | 937.30 | | | | |
| BEARY LANDSCAPING | | | | | |
| MOWING -1124 EVERGREEN | 450.00 | 01642100-52260 | WEED MOWING | 32820B | |
| | 450.00 | | | | |
| BEDROCK EARTHSCAPES LLC | | | | | |
| 15/16 POND SHORELINE & MTC-JULY | 5,330.00 | 01620600-52272 | PROPERTY MAINTENANCE | 225 | 20160010 |
| 15/16 POND SHORELINE & MTC-JUNE | 240.00 | 01620600-52272 | PROPERTY MAINTENANCE | 226 | 20160010 |
| | 5,570.00 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|--------------------------------------|---------------|----------------|-------------------------------|------------------|--------------------------|
| BRACING SYSTEMS | | | | | |
| ARDEX MATERIALS | 167.80 | 01670500-53317 | OPERATING SUPPLIES | 255473-1 | |
| CONCRETE | 59.80 | 01670500-53317 | OPERATING SUPPLIES | 254861-1 | |
| CONCRETE SAW | 2,295.00 | 01670500-54412 | OTHER EQUIPMENT | 255518-1 | |
| DIAMOND BLADE | 205.00 | 01670500-54412 | OTHER EQUIPMENT | 255520-1 | |
| STRIKE BOARD | 180.00 | 01670500-53316 | TOOLS | 255520-1 | |
| | 2,907.60 | | | | |
| BRANCATO LANDSCAPING | | | | | |
| 2015 TREE PLANTING | 1,188.00 | 01670700-52268 | TREE MAINTENANCE | 815 | |
| 2015 TREE PLANTING | 3,562.00 | 01670700-52281 | EAB REMOVAL/REPLACEMENT | 815 | |
| | 4,750.00 | | | | |
| BURRIS EQUIPMENT | | | | | |
| PLASTIC CAN | 225.00 | 01696200-53354 | PARTS PURCHASED | WS06606 | |
| | 225.00 | | | | |
| C S PUBLIC LIBRARY | | | | | |
| PPRT FOR THE COLLECTION OF JULY 2015 | 6,206.17 | 01000000-41102 | PERSONAL PROPERTY REPLAC TA | AXPPRT JULY/2015 | |
| | 6,206.17 | | | | |
| CAROL STREAM LAWN & POWER | | | | | |
| SPRING, SHUTTER | 2.59 | 01696200-53354 | PARTS PURCHASED | 360712 | |
| THROTTLE TRIGGERS | 43.33 | 01696200-53354 | PARTS PURCHASED | 360103 | |
| VARIOUS PARTS | 109.38 | 01696200-53354 | PARTS PURCHASED | 360234 | |
| | 155.30 | | | | |

| | | | Account | | Purchase |
|----------------------------------------|---------------|-----------------------|--------------------|--------------|--------------|
| Vendor / Description | <u>Amount</u> | Account Number | | Invoice No. | <u>Order</u> |
| CARQUEST AUTO PARTS | | | | | |
| AIR FILTER | 5.62 | 01696200-53354 | PARTS PURCHASED | 2420-336381 | |
| AIR FILTER | 8.82 | 01696200-53354 | PARTS PURCHASED | 2420-336177 | |
| BRAKE CLEANER | 30.00 | 01696200-53317 | OPERATING SUPPLIES | 2420-336190 | |
| COM & TRACTOR BATTERY | 40.79 | 01696200-53354 | PARTS PURCHASED | 2420-337050 | |
| CONTROL ARM ASSY | 127.91 | 01696200-53354 | PARTS PURCHASED | 2420-337659 | |
| GLOVES | 14.95 | 01696200-53317 | OPERATING SUPPLIES | 2420-338055 | |
| GLOVES | 29.90 | 01696200-53317 | OPERATING SUPPLIES | 2420-338006 | |
| HORN | 26.39 | 01696200-53354 | PARTS PURCHASED | 2420-337707 | |
| HYD FITTING | 6.00 | 01696200-53354 | PARTS PURCHASED | 2420-336736 | |
| HYD FITTING | 6.00 | 01696200-53354 | PARTS PURCHASED | 2420-336780 | |
| HYD FITTING | 8.02 | 01696200-53354 | PARTS PURCHASED | 2420-337013 | |
| RETURN HYD FITTING | -6.00 | 01696200-53354 | PARTS PURCHASED | 2420-377028C | |
| RETURN-AIR FILTER | -8.82 | 01696200-53354 | PARTS PURCHASED | 2420-336191C | |
| TRANS FILTER | 33.59 | 01696200-53354 | PARTS PURCHASED | 2420-337701 | |
| - | 323.17 | | | | |
| CHICAGO PARTS AND SOUND | | | | | |
| DBL CONTACT BULB | 105.00 | 01696200-53354 | PARTS PURCHASED | 10970 | |
| REPLACEMENT SWITCH | 20.09 | 01696200-53354 | PARTS PURCHASED | 10976 | |
| TAIL LAMP ASSY | 79.00 | 01696200-53354 | PARTS PURCHASED | 682862 | |
| - | 204.09 | | | | |
| CHICAGO TITLE INSURANCE COMPANY | | | | | |
| COMMUNITY PARK TRANSFER | 2,500.00 | 01570000-52238 | LEGAL FEES | 880012896 | |
| - | 2,500.00 | | | | |
| CHOICE OFFICE EQUIPMENT AND SUPPLIES I | NC | | | | |
| WRC COPIER - JUNE | 246.29 | 04101100-52231 | COPY EXPENSE | 80836 | |
| - | 246.29 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account Description | Invoice No. | Purchase <u>Order</u> |
|------------------------------------------|---------------|----------------|---------------------------|--------------------|--------------------------|
| CLARK BAIRD SMITH LLP | | | | | |
| LABOR COUNSEL -JUNE | 1,337.50 | 01570000-52238 | LEGAL FEES | 6103 | |
| | 1,337.50 | | | | |
| COMCAST CABLE | | | | | |
| MAY FEE | 76.45 | 01664700-53330 | INVESTIGATION FUND | 0304788 5/15 | |
| _ | 76.45 | | | | |
| COMED | | | | | |
| SERV FOR JUNE | 190.05 | 01670300-53213 | STREET LIGHT ELECTRICITY | 0815164035 6/27/15 | |
| | 190.05 | | | | |
| COMLABS | · | | | | |
| EOC PROJECT | 167.68 | 01660100-54425 | EOC IMPROVEMENTS GRANT | 10266 | |
| EOC PROJECT | 1,629.00 | 01660100-54425 | EOC IMPROVEMENTS GRANT | 10239 | |
| EOC PROJECT | 2,415.00 | 01660100-54425 | EOC IMPROVEMENTS GRANT | 10240 | |
| _ | 4,211.68 | | | | |
| CONSTELLATION NEW ENERGY | | | | | |
| SERV FOR JUNE | 2,492.78 | 04201600-53210 | ELECTRICITY | 00254627540001 | |
| | 2,492.78 | | | | |
| CORRECTIVE ASPHALT MATERIALS | , | | | | |
| CRF RESTORATIVE SEAL | 59,660.64 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMI | EN 1 5-2838 | |
| | 59,660.64 | | | | |
| COSTCO WHOLESALE | | | | | |
| CANDY-4TH OF JULY- REFRESHMENTS TRAINING | 42.13 | 01662700-52223 | TRAINING | INV 813180 | |
| CANDY-4TH OF JULY- REFRESHMENTS TRAINING | 135.90 | 01664700-53325 | COMMUNITY RELATIONS | INV 813180 | |
| RAPID DEPLOYMENT TRNG -BREAKFAST MUFFIN: | 13.98 | 01662700-52223 | TRAINING | RAPID DEPLY TRNG | |
| VENDING MACHINE PRODUCTS JULY 2015 | 194.61 | 01590000-53380 | VENDING MACHINE SUPPLIES | VENDING JULY/2015 | |
| | 386.62 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|--------------------------------------|----------|----------------|-------------------------------|-------------|--------------------------|
| COUNTY COURT REPORTERS INC | | | | | |
| CASE #14357 | 230.00 | 01530000-52241 | COURT REPORTER FEES | 115722 | |
| CASE #15152 & 14357 | 150.00 | 01530000-52241 | COURT REPORTER FEES | 115691 | |
| | 380.00 | | | | |
| CREATIVE DESIGNS MARKET | | | | | |
| VOLUNTEER PINS | 206.50 | 01664773-53325 | COMMUNITY RELATIONS | 20329 | |
| | 206.50 | | | | |
| CREATIVE PRODUCT SOURCING INC - DARE | | | | | |
| DARE GIVE AWAYS | 157.74 | 01664765-53325 | COMMUNITY RELATIONS | 84789 | |
| DARE GIVE AWAYS | 230.29 | 01664765-53325 | COMMUNITY RELATIONS | 82041 | |
| | 388.03 | | | | |
| DAILY HERALD | | | | | |
| ANNUAL CHAMBER AD | 995.00 | 01520000-52240 | PUBLIC NOTICES/INFORMATION | | |
| PUBLIC NOTICE | 36.80 | 01662300-53317 | OPERATING SUPPLIES | T4406886 | |
| PUBLIC NOTICE PREVAILILING WAGE | 21.00 | 01580000-52240 | PUBLIC NOTICES/INFORMATION | | |
| PUBLIC NOTICE PUMP REHAB PWKS | 125.35 | 01580000-52240 | PUBLIC NOTICES/INFORMATION | T4411104 | |
| | 1,178.15 | | | | |
| DISCOVERY BENEFITS | | | | | |
| FLEX SPEINDING ADMIN-JUNE | 210.00 | 01600000-52273 | EMPLOYEE SERVICES | 553141-IN | |
| | 210.00 | | | | |
| DLT SOLUTIONS | | | | | |
| EMAIL SUPP 6/15-6/16 | 1,026.00 | 01652800-52255 | SOFTWARE MAINTENANCE | S1289075 | |
| QUEST ONE 5/15-5/16 | 87.50 | 01652800-52255 | SOFTWARE MAINTENANCE | 4423723 | |
| | 1,113.50 | | | | |
| DOLLAR TREE | | | | | |
| OFFICE SUPPLIES | 16.00 | 01662600-53314 | OFFICE SUPPLIES | 32384 | |
| | 16.00 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|----------------------------------|---------------|----------------|-------------------------------|----------------|--------------------------|
| DRIVERS LICENSE GUIDE COMPANY | | | | | |
| 2015 DRV'S GUIDE | 81.80 | 01662700-53318 | REFERENCE MATERIALS | 665620 | |
| - | 81.80 | | | | |
| DU COMM | | | | | |
| DISPATCH SERVICES -QTR END 10/31 | 172,489.25 | 01662700-52245 | GENERAL COMMUNICATIONS | 15529 | |
| - | 172,489.25 | | | | |
| DUPAGE CHRYSLER DODGE JEEP | | | | | |
| ARM-UPPER | 174.79 | 01696200-53354 | PARTS PURCHASED | 49652 | |
| CORE RETURN | -50.00 | 01696200-53354 | PARTS PURCHASED | CM49319 | |
| KNUCKLE FRAME | 565.18 | 01696200-53354 | PARTS PURCHASED | 49654 | |
| PULLEY | 29.72 | 01696200-53354 | PARTS PURCHASED | 49365 | |
| STRUTS | 184.80 | 01696200-53354 | PARTS PURCHASED | 49445 | |
| STRUTS | 184.80 | 01696200-53354 | PARTS PURCHASED | 49633 | |
| STRUTS | 184.80 | 01696200-53354 | PARTS PURCHASED | 49791 | |
| · | 1,274.09 | | | | |
| DUPAGE CO CHILDRENS CTR | | | | | |
| ANNUAL CONTRIBUTION 2015 | 4,000.00 | 01662400-53330 | INVESTIGATION FUND | CS001 -YR 2015 | |
| - | 4,000.00 | | | | |
| DUPAGE COUNTY | | | | | |
| CIIS ACCESS-QTR END 6/30 | 750.00 | 01662600-52247 | DATA PROCESSING | IA 65 | |
| - | 750.00 | | | | |
| DUPAGE COUNTY CLERK | | | | | |
| DPC AUDIT CONFIRMS | 16.00 | 01580000-52233 | RECORDING FEES | R15-047 | |
| _ | 16.00 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|------------------------------|-----------|----------------|-------------------------------|------------------------|--------------------------|
| DUPAGE COUNTY RECORDER | | | | | |
| WEED LIEN 1229 PORTCHESTER | 8.00 | 01580000-52233 | RECORDING FEES | 201506150217 | |
| WEED LIEN 462 ILLINI | 8.00 | 01580000-52233 | RECORDING FEES | 201506300163 | |
| | 16.00 | | | | |
| ENFORCEMENT VIDEO, LLC | | | | | |
| 2 WATCH GUARD CAMERA SYSTEMS | 5,207.00 | 01662700-53350 | SMALL EQUIPMENT EXPENSE | 4ELXINV000-1586 | |
| 2 WATCH GUARD CAMERA SYSTEMS | 5,207.00 | 01662300-53350 | SMALL EQUIPMENT EXPENSE | 4ELXINV000-1586 | |
| | 10,414.00 | | | | |
| EXAMINER PUBLICATIONS INC | | | | | |
| LEGAL NOTICE 14357 | 123.00 | 01530000-52240 | PUBLIC NOTICES/INFORMATION | 39515 | |
| | 123.00 | | | | |
| FINAL SAY | | | | | |
| JULY 30TH SUMMER CONCERT | 1,600.00 | 01750000-52288 | CONCERT SERIES | 7/30/15 CONCERT | |
| | 1,600.00 | | | | |
| FIRESTONE COMPLETE AUTO CARE | | | | | |
| ALIGNMENT | 50.00 | 01696200-53353 | OUTSOURCING SERVICES | 031133 | |
| ALIGNMENT | 50.00 | 01696200-53353 | OUTSOURCING SERVICES | 031139 | |
| | 100.00 | | | | |
| GALLS | | | | | |
| BODY ARMOR-TURNHOLT | 131.59 | 01662700-53324 | UNIFORMS | 003567489 | |
| BODY ARMOR-WAJODWICZ | 131.59 | 01662700-53324 | UNIFORMS | 003556421 | |
| SCHNEIDER SWAT BOOTS | 110.60 | 01662700-53324 | UNIFORMS | 003667400 003567446 | |
| TURNHOLT VEST | 616.49 | 01662700-53324 | UNIFORMS | 003567446 | |
| WAJODWICZ VEST | 616.49 | 01662700-53324 | UNIFORMS | Q03307 TOT | |
| | 1,606.76 | | | | |

| | | | Account | | Purchase |
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| Vendor / Description | <u>Amount</u> | Account Number | <u>Description</u> | Invoice No. | <u>Order</u> |
| 040 0500+ | | | | | |
| GAS DEPOT | | | | | |
| UNLEADED FUEL | 18,767.82 | 01696200-53356 | GAS PURCHASED | 17281 | |
| | 18,767.82 | | | | |
| GEN POWER | | | | | |
| MOBILE BLEACHERS | 395.00 | 01662300-53317 | OPERATING SUPPLIES | RSA0012701 | |
| | 395.00 | | | | |
| GO DADDY | | | | | |
| SSL CERT GIS MAP 3YRS | 809.97 | 01652800-52255 | SOFTWARE MAINTENANCE | 836382032 | |
| | 809.97 | | | | |
| GOLF & BUSSE TOWING | | | | | |
| 2014 FLEX PAV PROF TOWS | 420.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEN | MEN B 7129 | |
| 2014 FLEX PAV PROJ TOWS | 35.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEN | лЕN B 6983 | |
| 2014 FLEX PAV PROJ TOWS | 35.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEN | /EN37086 | |
| 2014 FLEX PAV PROJ TOWS | 70.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEN | AEN37125 | |
| 2014 FLEX PAV PROJ TOWS | 105.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEN | ∕IEN 3 6769 | |
| 2014 FLEX PAV PROJ TOWS | 175.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEN | /IEN37147 | |
| | 840.00 | | | | |
| GOVTEMPSUSA LLC | | | | | |
| OFFICE MGR - 7/5 | 1,384.40 | 01590000-52253 | CONSULTANT | 1745801 | |
| OFFICE MGR 6/28 | 1,384.40 | 01590000-52253 | CONSULTANT | 1745800 | |
| PROPERTY INSPECTOR 6/28 | 432.60 | 01642100-52253 | CONSULTANT | 1745799 | |
| | 3,201.40 | | | | |

| | | | Account | | Purchase |
|-------------------------------------|----------------|-----------------------|----------------------|-------------|--------------|
| Vendor / Description | <u>Amount</u> | Account Number | <u>Description</u> | Invoice No. | <u>Order</u> |
| GREEN TEE LAWN CARE | | | | | |
| 1015 LIES RD | 79.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991245 | |
| 110 LIES RD/TWN CENTER | 346.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991240 | |
| 500 N GARY | 55.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991246 | |
| 500 N GARY | 90.00 | 01670400-52272 | PROPERTY MAINTENANCE | 995245 | |
| GARY/STCHARLES/LILY AREA | 71.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991237 | |
| KUHN & LIES | 99.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991241 | |
| LIES & GARY | 69.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991243 | |
| LIES RD/MEDIAN MOWING | 396.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991238 | |
| LIES/BROOKSTONE | 110.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991244 | |
| MERBACH & LIES | 74.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991247 | |
| MERBACH & LIES | 259.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991242 | |
| NORTH AVE PKY/MEDIAN | 902.00 | 01670400-52272 | PROPERTY MAINTENANCE | 991239 | |
| | 2,550.00 | | | | |
| HD SUPPLY WATERWORKS | | | | | |
| BONNET O-RING | 31.57 | 04201600-53317 | OPERATING SUPPLIES | D911182 | |
| HYDRANT REPAIR KITS | 522.2 7 | 04201600-53317 | OPERATING SUPPLIES | E053726 | |
| RISER RINGS | 42.50 | 01670600-53317 | OPERATING SUPPLIES | E006187 | |
| WRENCH FOR TRUCK#30 | 42.94 | 04201600-53317 | OPERATING SUPPLIES | D986824 | |
| | 639.28 | | | | |
| HEARTLAND RECYCLING-AURORA CCDD,LLC | | | | | |
| CLEAN SOILS DISPOSAL | 450.00 | 04201600-52265 | HAULING | 13711 | |
| _ | 450.00 | | | | |

| Vendor / Description | Amount | Account Number | Account Description | Invoice No. | Purchase <u>Order</u> |
|-----------------------------------------|----------|----------------|------------------------|----------------|--------------------------|
| HOME DEPOT | | | | | |
| 3/4 VALVE FOR WELL#6 | 14.29 | 04201600-53317 | OPERATING SUPPLIES | 18453 | |
| 3PC EXTENSION SET | 19.97 | 04201600-53317 | OPERATING SUPPLIES | 76271 | |
| BALL VALVE WELL #6 | 9.84 | 04201600-53317 | OPERATING SUPPLIES | 74342 | |
| ELECTRICAL-INV CAMERA | 11.79 | 01680000-53319 | MAINTENANCE SUPPLIES | 95840 | |
| FAST SETTING CONCRETE | 347.80 | 01670600-53317 | OPERATING SUPPLIES | 95594 | |
| FLOOR SQUEEGE, HANDLE | 12.95 | 04201600-53317 | OPERATING SUPPLIES | 66744 | |
| METER TRUCK SUPPLIES | 68.93 | 04201600-53316 | TOOLS | 16630 | |
| PLYWOOD | 81.78 | 01670500-53317 | OPERATING SUPPLIES | 04703 | |
| PUMP-FARM HS | 137.88 | 01680000-53319 | MAINTENANCE SUPPLIES | 04927 | |
| RETURN BALL VALVE | -14.29 | 04201600-53317 | OPERATING SUPPLIES | 95700 | |
| RETURN PALLET FEE | -15.00 | 01670600-53317 | OPERATING SUPPLIES | 3211511 | |
| SAWZALL,STRIP/CUTTER | 31.24 | 04201600-53317 | OPERATING SUPPLIES | 83160 | |
| SHRINK WRAP | 59.91 | 01670600-53317 | OPERATING SUPPLIES | 32934 | |
| SUPPLIES | 25.53 | 01662700-52239 | RANGE | 04024 06/09/15 | |
| SUPPLIES-TC | 40.61 | 01680000-52219 | TC MAINTENANCE | 46520 | |
| TARPS | 53.96 | 01670600-53317 | OPERATING SUPPLIES | 85800 | |
| WATER TRUCK SUPPLIES | 15.95 | 04201600-53317 | OPERATING SUPPLIES | 94546 | |
| | 903.14 | | | | |
| HOTELS-MASTERCARD | | | | | |
| ILCMA CONFR BREINIG | 238.89 | 01590000-52222 | MEETINGS | 68V3FX 6/20/15 | |
| TRNG- ICAC 6/1/15 | 462.84 | 01662400-52223 | TRAINING | 1759994 | |
| _ | 701.73 | | | | |
| HOVING CLEAN SWEEP LLC | | | | | |
| FY16 STREET SWEEPING CONTRACT-2ND SWEEP | 8,808.98 | 01670600-52272 | PROPERTY MAINTENANCE | 9823 | 20160008 |
| _ | 8,808.98 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|-------------------------------------------|-----------|----------------|-------------------------------|---------------------|--------------------------|
| IRMA | | | | | |
| IRMA DEDUCTIBLE JUNE | 3,315.54 | 01590000-52215 | INSURANCE DEDUCTIBLES | 14357 | |
| JUNE DEDUCTIBLE | 450.16 | 01590000-52215 | INSURANCE DEDUCTIBLES | 14311 | |
| _ | 3,765.70 | | | | |
| IEPA | | | | | |
| ANNL PERMIT FEE JUL 1, 2015- JUN 30, 2016 | 30,000.00 | 04100100-52272 | PROPERTY MAINTENANCE | IL0026352(A) 15/16 | |
| SERV FOR JULY/15 THRU JUNE/16 | 1,000.00 | 01620600-52272 | PROPERTY MAINTENANCE | ILR400308(A)2015/16 | |
| | 31,000.00 | | | | |
| ILLINOIS CITY COUNTY MANAGEMENT ASSN | | | | | |
| ILCMA CONFR BREINIG | 10.00 | 01590000-52222 | MEETINGS | 0013188844 | |
| ILCMA RNWL MELLOR | 215.50 | 01590000-52234 | DUES & SUBSCRIPTIONS | 0013170436 | |
| | 225.50 | | | | |
| ILLINOIS DEPT OF FINANCIAL & PROF REGUL | A | | | | |
| BATEK CPA RNWL | 91.50 | 01610100-52234 | DUES & SUBSCRIPTIONS | 239015902/15 | |
| _ | 91.50 | | | | |
| ILLINOIS POWER MARKETING | | | | | |
| SERV FOR JUNE | 1,696.00 | 01670300-53213 | STREET LIGHT ELECTRICITY | 105438415061 | |
| | 1,696.00 | | | | |
| ILLINOIS SECTION A W W A | | | | | |
| J CARNEY METER TRNG 6/18/15 | 48.00 | 04200100-52223 | TRAINING | 200017799 | |
| M KRAUSER METER TRNG 8/6/15 | 72.00 | 04200100-52223 | TRAINING | 200017936 | |
| _ | 120.00 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
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| INTERGOVERNMENTAL PERSONNE | L BENEFIT COOPERATIVE | | | | |
| JULY 2015 INSURANCE | 303.66 | 01641800-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 383.59 | 01643600-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 407.19 | 01621300-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 430.60 | 01623100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 432.26 | 01670700-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 648.95 | 04201400-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 690.58 | 01621900-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 799.39 | 01620600-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 804.20 | 01640100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 914.39 | 01641700-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,035.22 | 04103100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,194.82 | 01670600-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,384.12 | 01670200-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,412.06 | 01642100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,427.89 | 04100100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,522.44 | 01610100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,553.07 | 04203100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,727.01 | 01622200-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,729.32 | 01670500-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,815.09 | 01670300-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,873.28 | 01680000-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 1,979.31 | 01690100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 2,078.41 | 01652800-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 2,194.89 | 01613000-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 2,402.14 | 04101500-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 2,689.88 | 01612900-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 2,704.41 | 01696200-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 3,241.59 | 01670400-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 3,285.90 | 04200100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 3,299.04 | 01620100-51111 | GROUP INSURANCE | 07012015 | |

| | | | Account | | Purchase |
|------------------------------|---------------|-----------------------|-------------------------|-------------------|--------------|
| <u>Vendor / Description</u> | <u>Amount</u> | Account Number | | Invoice No. | <u>Order</u> |
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| JULY 2015 INSURANCE | 3,330.59 | 01662500-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 3,756.38 | 04201600-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 3,882.96 | 01590000-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 4,432.43 | 01643700-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 5,103.21 | 01662300-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 7,310.96 | 01662600-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 8,561.86 | 01670100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 9,744.47 | 01662400-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 10,719.00 | 01664700-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 16,108.00 | 01660100-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 30,873.74 | 01600000-51111 | GROUP INSURANCE | 07012015 | |
| JULY 2015 INSURANCE | 49,278.58 | 01662700-51111 | GROUP INSURANCE | 07012015 | |
| | 199,466.88 | | | | |
| INTERNET PURCHASE MASTERCARD | | | | | |
| CLOTH ALLOW - CHACON | 39.00 | 01662400-53324 | UNIFORMS | 8614 | |
| TURFACE RAPIDDRY | 394.00 | 01670400-53317 | OPERATING SUPPLIES | 553720SI | |
| | 433.00 | | | | |
| ITRON INC | | | | | |
| ITRON MTC QTR END 10/31 | 544.28 | 04103100-52221 | UTILITY BILL PROCESSING | 379344 | |
| ITRON MTC QTR END 10/31 | 544.28 | 04203100-52221 | UTILITY BILL PROCESSING | 379344 | |
| | 1,088.56 | | | | |
| JULIEINC | | | | | |
| LOCATES THRU JUNE | 567.49 | 01670300-52272 | PROPERTY MAINTENANCE | 2015-0369 6/30/15 | |
| LOCATES THRU JUNE | 567.49 | 04101500-52272 | PROPERTY MAINTENANCE | 2015-0369 6/30/15 | |
| LOCATES THRU JUNE | 567.50 | 04201600-52272 | PROPERTY MAINTENANCE | 2015-0369 6/30/15 | |
| | 1,702.48 | | | | |
| JAM PACKAGING | | | | | |
| REGISTER TAPE | 54.32 | 01612900-53317 | OPERATING SUPPLIES | 29638 | |
| | 54.32 | | | | |

Page 15 of 36

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|-----------------------------------|--------|----------------|-------------------------------|-----------------|--------------------------|
| JEFF DEGNAN | | | | | |
| EXC MGMT TRNG 8/3 THRU 8/22 | 771.00 | 01660100-52223 | TRAINING | PER DIEM 8/3/15 | |
| _ | 771.00 | | | | |
| JEWEL-OSCO | | | | | |
| CFH MEETING | 18.32 | 01664700-52222 | MEETINGS | 327/1109/5 | |
| CFH MEETING | 18.47 | 01664700-52222 | MEETINGS | 135/4/3246 | |
| - | 36.79 | | | | |
| JOE COTTON FORD | | | | | |
| SCREEN ASSY | 24.60 | 01696200-53354 | PARTS PURCHASED | 318977 | |
| _ | 24.60 | | | | |
| KMART | | | | | |
| CLOTH ALLOW - EBY | 19.99 | 01664700-53324 | UNIFORMS | 22920107 | |
| RTN ITEM- EBY | -21.79 | 01664700-53324 | UNIFORMS | 9469-9001 | |
| _ | -1.80 | | | | |
| KOHL'S | | | | | |
| CLOTH ALLOW - EBY | 97.94 | 01664700-53324 | UNIFORMS | 0177/27/9880 | |
| J CARNEY - SHORTS | 24.99 | 04200100-53324 | UNIFORMS | 65/30/0616/8 | |
| J FARIAS- JEANS | 140.97 | 04200100-53324 | UNIFORMS | 65/0029/6038 | |
| J FARIAS- SHORTS | 66.00 | 04200100-53324 | UNIFORMS | 65/25/83363 | |
| R GUENTHER- JEANS | 69.98 | 04200100-53324 | UNIFORMS | 65/30/0615 | |
| | 399.88 | | | | |
| KONICA MINOLTA BUSINESS SOLUTIONS | | | | | |
| INV 3/20-4/19 | 148.55 | 01662400-52226 | OFFICE EQUIPMENT MAINTENA | | |
| SSU 4/19-5/19 | 104.46 | 01662500-52226 | OFFICE EQUIPMENT MAINTENA | NG001422885 | |
| _ | 253.01 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|-------------------------------------|----------|----------------|-------------------------------|------------------|--------------------------|
| LAKESIDE INTERNATIONAL | | | | | |
| BOLTS | 30.96 | 01696200-53354 | PARTS PURCHASED | 7 061577P | |
| GASKET | 24.93 | 01696200-53354 | PARTS PURCHASED | 7061509P | |
| GASKET | 24.93 | 01696200-53354 | PARTS PURCHASED | 7061721P | |
| RETURN-KIT ARM & FLIP | -24.15 | 01696200-53354 | PARTS PURCHASED | 7060381P | |
| SEAL | 34.67 | 01696200-53354 | PARTS PURCHASED | 7060149P | |
| _ | 91.34 | | | | |
| LANDSCAPE MATERIAL & FIREWOOD SALES | INC | | | | |
| SAND | 342.00 | 01670600-53317 | OPERATING SUPPLIES | 17875 | |
| _ | 342.00 | | | | |
| LANGUAGE LINE SERVICES | | | | | |
| TRANSLATIONS 04/01/15 | 498.72 | 01662700-53317 | OPERATING SUPPLIES | 3588320 | |
| - | 498.72 | | | | |
| LAW OFFICE OF MICHELLE L MOORE LTD | | | | | |
| LOCAL PROSC MAY | 2,200.00 | 01570000-52235 | LEGAL FEES-PROSECUTION | MAY 26 2015 | |
| LOCAL PROSC MAY | 6,000.00 | 01570000-52312 | PROSECUTION DUI | MAY 26 2015 | |
| - | 8,200.00 | | | | |
| LEXISNEXIS | | | | | |
| MAY FEE | 180.34 | 01662400-53330 | INVESTIGATION FUND | 20150531MAY | |
| _ | 180.34 | | | | |
| LFC ENTERTAINMENT | | | | | |
| AUG 13TH CONCERT SERIES | 1,950.00 | 01750000-52288 | CONCERT SERIES | AUG 13TH CONCERT | |
| _ | 1,950.00 | | | | |
| LH BLOCK ELECTRIC COMPANY INC | | | | | |
| TWN CTR GAZEBO LED LIGHT INSTL | 350.00 | 01680000-52244 | MAINTENANCE & REPAIR | 9027 | |
| _ | 350.00 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|--------------------------------|----------|----------------|-------------------------------|----------------|--------------------------|
| LISA A KABERLEIN | | | | | |
| JULY 23TH CONCERT | 2,000.00 | 01750000-52288 | CONCERT SERIES | JUL 23 CONCERT | |
| _ | 2,000.00 | | | | |
| LIVE VIEW GPS INC | | | | | |
| MONTHLY FEE JUNE 2015 | 79.90 | 01664700-53330 | INVESTIGATION FUND | 222559 | |
| | 79.90 | | | | |
| LOCKWOOD MANUFACTURING COMPANY | | | | | |
| TC WARMING OVEN PRTS | 86.20 | 01680000-53381 | TC MAINTENANCE & SUPPLIES | 178105 | |
| | 86.20 | | | | |
| LOWE'S HOME CENTERS | | | | | |
| BALL VALVE FITTINGS | 78.42 | 04201400-53333 | NEW METERS | 2382445 | |
| BUG SPRAY | 98.46 | 01670400-53317 | OPERATING SUPPLIES | 88650044 | |
| CABLE-CAMERA DETECTIVE SYSTEM | 8.38 | 01652800-54412 | OTHER EQUIPMENT | 8437008 | |
| HOSES-FARM HOUSE | 50.65 | 01680000-53319 | MAINTENANCE SUPPLIES | 2264251 | |
| METER TRUCK SUPPLIES | 122.14 | 04201600-53316 | TOOLS | 9212270 | |
| MOUNTING STRIPS-PICS | 5.56 | 01662600-53314 | OFFICE SUPPLIES | 9525474 | |
| STAKES/ROPES -TREES | 48.34 | 01670700-53317 | OPERATING SUPPLIES | 9422547 | |
| SWEATING MATERIAL WELL#6 | 16.42 | 04201600-53317 | OPERATING SUPPLIES | 08172492 | |
| TREE WATERING TRUCK | 35.96 | 01670700-53317 | OPERATING SUPPLIES | 6233666 | |
| WINGNUTS/TAPE | 57.93 | 01670300-53317 | OPERATING SUPPLIES | 7047613 | |
| | 522.26 | | | | |
| LYNN PEAVEY COMPANY | | | | | |
| EVIDENCE PACKAGING | 184.50 | 01662400-53317 | OPERATING SUPPLIES | 303369 | |
| | 184.50 | | | | |
| MACY'S | | | | | |
| R GUENTHER JEANS | 34.99 | 04200100-53324 | UNIFORMS | 247108 | |
| | 34.99 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. Order |
|---------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------|--------------------------------------------------------------|-------------------------|
| MARSHALLS CLOTH ALLOW - JONES | 71.95 71.95 | 01662400-53324 | UNIFORMS | 47186551 |
| MCCANN INDUSTRIES STAKES/DOWELS | 173.64 173.64 | 01670500-53317 | OPERATING SUPPLIES | 01357860 |
| MEADE ELECTRIC COMPANY INC SGNL MTC APRIL/15 SGNL MTC MAY/15 | 150.00 150.00 300.00 | 01670300-52350 01670300-52350 | TRAFFIC SIGNAL MAINTENANCE TRAFFIC SIGNAL MAINTENANCE | |
| MENARDS SUPPLIES | 148.86 148.86 | 01662300-53317 | OPERATING SUPPLIES | 17757077963 |
| MIDWEST METER INC METER BASE | 141.37 141.37 | 04201400-53333 | NEW METERS | 0067280-1N |
| MINUTEMAN PRESS APPLICATION TYPE C COYOTE DOOR HANGER THOPPENSTEDT/BUS CARDS | 123.79 303.34 38.12 465.25 | 01643700-53315 01520000-52240 01670100-53314 | PRINTED MATERIALS PUBLIC NOTICES/INFORMATION OFFICE SUPPLIES | 47420 47408 47213 |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
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| MNJ TECHNOLOGIES DIRECT | | | | | |
| EMAIL FILTER RENEWAL -1 YR | 426.24 | 01652800-52255 | SOFTWARE MAINTENANCE | 3395413 | |
| KEYBOARD-MOUSE PD | 91.55 | 01652800-54412 | OTHER EQUIPMENT | 0003398045 | |
| REPLACEMENT BATTERIES | 150.23 | 01652800-54412 | OTHER EQUIPMENT | 0003398231 | |
| SOFTWARE UPGRADE | 120.77 | 01652800-52255 | SOFTWARE MAINTENANCE | 0003397969 | |
| VMWARE SOFTWARE | 3,773.31 | 01652800-52255 | SOFTWARE MAINTENANCE | 3394773 | |
| | 4,562.10 | | | | |
| MR SITCO | | | | | |
| METER READING JULY | 1,654.80 | 04103100-52221 | UTILITY BILL PROCESSING | 2015021 | |
| METER READING JULY | 1,654.80 | 04203100-52221 | UTILITY BILL PROCESSING | 2015021 | |
| | 3,309.60 | | | | |
| MUNCIE NOVELTY | | | | | |
| RAFFLE TICKETS | 35.91 | 01750000-52291 | MISC EVENTS/ACTIVITIES | 00389409 | |
| | 35.91 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
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| NAPA AUTO CENTER | | | | | |
| 1/2" SWIVEL SOCKET | 19.75 | 04201400-53333 | NEW METERS | 309559 | |
| AIR FILTER | 9.37 | 01696200-53354 | PARTS PURCHASED | 310774 | |
| AIR FILTER | 19.63 | 01696200-53354 | PARTS PURCHASED | 310442 | |
| AIR FILTER & SUPPLIES | 10.21 | 01696200-53354 | PARTS PURCHASED | 312174 | |
| AIR FILTERS | 43.20 | 01696200-53354 | PARTS PURCHASED | 311904 | |
| ALARM | 34.32 | 01696200-53354 | PARTS PURCHASED | 313104 | |
| ALARM | 34.32 | 01696200-53354 | PARTS PURCHASED | 313262 | |
| ALARM | 53.06 | 01696200-53354 | PARTS PURCHASED | 313108 | |
| BRAKE PADS | 58.32 | 01696200-53354 | PARTS PURCHASED | 312855 | |
| BRAKE PADS & ROTORS | 242.28 | 01696200-53354 | PARTS PURCHASED | 310184 | |
| BRAKE PADS & ROTORS | 261. 9 4 | 01696200-53354 | PARTS PURCHASED | 309715 | |
| BRAKE ROTOR | 31.72 | 01696200-53354 | PARTS PURCHASED | 309718 | |
| BRAKE ROTORS & PADS | 174.13 | 01696200-53354 | PARTS PURCHASED | 310179 | |
| CAP SCREW | 0.29 | 01696200-53317 | OPERATING SUPPLIES | 312045 | |
| CAPSCREW | 1.29 | 01696200-53317 | OPERATING SUPPLIES | 312320 | |
| CAPSULE | 2.48 | 01696200-53354 | PARTS PURCHASED | 310976 | |
| CAPSULE, SERP BELT | 24.36 | 01696200-53354 | PARTS PURCHASED | 312907 | |
| COMBO SWITCH | 62.36 | 01696200-53354 | PARTS PURCHASED | 310904 | |
| CONTROL ARM ASSY | 244.90 | 01696200-53354 | PARTS PURCHASED | 311917 | |
| DISC PAD | 52.20 | 01696200-53354 | PARTS PURCHASED | 312871 | |
| DRAIN PLUG, AIR FILTER | 15.15 | 01696200-53354 | PARTS PURCHASED | 310173 | |
| EGR VALVE | 67.87 | 01696200-53354 | PARTS PURCHASED | 312896 | |
| FILTER | 12.93 | 01696200-53354 | PARTS PURCHASED | 312152 | |
| FUEL & OIL FILTERS | 55.56 | 01696200-53354 | PARTS PURCHASED | 309977 | |
| FUEL FILTER | 6.55 | 01696200-53354 | PARTS PURCHASED | 309581 | |
| FUSE HOLDER | 6.58 | 01696200-53354 | PARTS PURCHASED | 309636 | |
| GASKET | 1.85 | 01696200-53354 | PARTS PURCHASED | 311208 | |
| GLOVES | 19.99 | 01696200-53317 | OPERATING SUPPLIES | 311778 | |
| GLOVES | 24.99 | 01696200-53317 | OPERATING SUPPLIES | 311918 | |
| HORN | 16.98 | 01696200-53354 | PARTS PURCHASED | 312567 | |

| | | | Account | | Purchase |
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| Vendor / Description | <u>Amount</u> | Account Number | <u>Description</u> | <u>Invoice No.</u> | <u>Order</u> |
| HUB BEARING | 187.11 | 01696200-53354 | PARTS PURCHASED | 312685 | |
| HUB BEARING ASSY | 122.35 | 01696200-53354 | PARTS PURCHASED | 310413 | |
| LOWER BALL JOINT | 42.68 | 01696200-53354 | PARTS PURCHASED | 312639 | |
| OIL FILTER | 4.73 | 01696200-53354 | PARTS PURCHASED | 312592 | |
| OIL FILTER | 22.72 | 01696200-53354 | PARTS PURCHASED | 313226 | |
| OIL FILTER, FILTER KIT | 19.51 | 01696200-53354 | PARTS PURCHASED | 312557 | |
| OIL FILTERS | 8.60 | 01696200-53354 | PARTS PURCHASED | 310743 | |
| OIL FILTERS | 22.43 | 01696200-53354 | PARTS PURCHASED | 309330 | |
| OIL FILTERS | 38.71 | 01696200-53354 | PARTS PURCHASED | 311658 | |
| OIL PAN | 81.34 | 01696200-53354 | PARTS PURCHASED | 312600 | |
| OIL PAN GASKET SET | 18.28 | 01696200-53354 | PARTS PURCHASED | 312607 | |
| REPLACEMENT LAMP | 100.46 | 01696200-53354 | PARTS PURCHASED | 311040 | |
| RETURN -ALARM | -37.07 | 01696200-53354 | PARTS PURCHASED | 313110CR | |
| SCREWDRIVER SET | 23.59 | 01696200-53316 | TOOLS | 309337 | |
| SNAP TERMINAL | 6.32 | 01696200-53317 | OPERATING SUPPLIES | 312174 | |
| SWAY BAR LINK | 26.68 | 01696200-53354 | PARTS PURCHASED | 313186 | |
| TENSIONER ASSY | 45.85 | 01696200-53354 | PARTS PURCHASED | 309644 | |
| V-RIBBED BELT | 23.25 | 01696200-53354 | PARTS PURCHASED | 312908 | |
| WIPER MOTOR | 137.24 | 01696200-53354 | PARTS PURCHASED | 310961 | |
| | 2,503.36 | | | | |
| NATIONAL ENGRAVERS | | | | | |
| BRASS NAME PLATES | 120.00 | 01680000-53319 | MAINTENANCE SUPPLIES | 43712 | |
| CAROL STREAM NAME | 20.00 | 01680000-53319 | MAINTENANCE SUPPLIES | 43807 | |
| | 140.00 | | | | |
| NEHER ELECTRIC SUPPLY INC | | | | | |
| LAMPS GAZEBO-TC | 186.96 | 01680000-53381 | TC MAINTENANCE & SUPPLIES | 32526-00 | |
| | 186.96 | | | | |

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| <u>Vendor / Description</u> | <u>Amount</u> | Account Number | <u>Description</u> | <u>Invoice No.</u> | <u></u> |
| NICOR | | | | | |
| SERV FOR JUNE | 30.88 | 04101500-53230 | NATURAL GAS | 14309470202 6/26/15 | |
| SERV FOR JUNE | 48.58 | 04201600-53230 | NATURAL GAS | 13811210007 7/9/15 | |
| _ | 79.46 | | | | |
| NMI | | | | | |
| GATEWAY FEES MAY | 137.80 | 01610100-52256 | BANKING SERVICES | 556926 6/2 | |
| CC GATEWAY FEES JUNE 2015 | 70.35 | 04103100-52221 | UTILITY BILL PROCESSING | 252898983 | |
| CC GATEWAY FEES JUNE 2015 | 70.35 | 04203100-52221 | UTILITY BILL PROCESSING | 252898983 | |
| | 278.50 | | | | |
| NORTHWESTERN UNIVERSITY | | | | | |
| CERTIFICATE FRAME | 67.04 | 01664700-53317 | OPERATING SUPPLIES | 24190 | |
| DEGNAN EXC PRGM 8/3 | 2,100.00 | 01660100-52223 | TRAINING | 080315 DEGNAN | |
| GRADUATION LUNCHEON | 40.00 | 01660100-52222 | MEETINGS | 24149 | |
| | 2,207.04 | | | | |
| NOTARY PUBLIC ASSOCIATION OF IL | | | | | |
| HOFFMAN, LAKE-RNWLS, BRINES- NEW NOTARIE | 49.00 | 01662600-52234 | DUES & SUBSCRIPTIONS | 2 RNWLS/1 NEW | |
| HOFFMAN, LAKE-RNWLS, BRINES- NEW NOTARIE | 49.00 | 01662600-52234 | DUES & SUBSCRIPTIONS | 2 RNWLS/1 NEW | |
| HOFFMAN, LAKE-RNWLS, BRINES- NEW NOTARIE | 49.00 | 01660100-52234 | DUES & SUBSCRIPTIONS | 2 RNWLS/1 NEW | |
| | 147.00 | | | | |

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| Vendor / Description | <u>Amount</u> | Account Number | <u>Description</u> | Invoice No. | <u>Order</u> |
| OFFICE DEPOT | | | | | |
| OFFICE DEPOT | | | | | |
| ADDING MACHINE TAPE | 71.19 | 01612900-53317 | OPERATING SUPPLIES | 772275369001 | |
| CALENDAR REFILL | 1.74 | 01670100-53314 | OFFICE SUPPLIES | 773125357001 | |
| CALENDAR REFILL | 1.75 | 04200100-53314 | OFFICE SUPPLIES | 773125357001 | |
| CFH MEETING | 8.56 | 01664700-52222 | MEETINGS | 773491912001 | |
| CFH WORKBOOK | 289.60 | 01662600-53315 | PRINTED MATERIALS | 773491912001 | |
| CHAIR MATT- LINDA | 31.99 | 01612900-53317 | OPERATING SUPPLIES | 772275369-2 | |
| NOTEBOOKS, PENS | 10.59 | 04200100-53314 | OFFICE SUPPLIES | 773125314001 | |
| NOTEBOOKS, PENS | 10.60 | 01670100-53314 | OFFICE SUPPLIES | 773125314001 | |
| OFFICE SUPPLIES | 66.31 | 01662600-53314 | OFFICE SUPPLIES | 776337702001 | |
| OFFICE SUPPLIES | 84.75 | 01620100-53314 | OFFICE SUPPLIES | 775564310-00 | |
| OFFICE SUPPLIES | 337.90 | 01662600-53314 | OFFICE SUPPLIES | 775752461001 | |
| SUPPLIES | 50.69 | 01662600-53314 | OFFICE SUPPLIES | 773449220 | |
| VARIOUS SUPPLIES | 49.69 | 01690100-53314 | OFFICE SUPPLIES | 773125314001 | |
| | 1,015.36 | | | | |
| OFFICE MAX | | | | | |
| DVD FOR COBAN | 60.80 | 01662400-53317 | OPERATING SUPPLIES | 7043 | |
| OFFICE SUPPLIES | 32.31 | 01662600-53314 | OFFICE SUPPLIES | 6678 | |
| | 93.11 | | | | |
| ONE NIGHT ENTERTAINMENT CO | | | | | |
| AUG 20TH CONCERT SERIES | 1,350.00 | 01750000-52288 | CONCERT SERIES | AUG 20TH CONCERT | |
| | 1,350.00 | | | | |
| P & M MERCURY MECHANIC | | | | | |
| HVAC MTC MAY THR JULY | 720.00 | 01680000-52244 | MAINTENANCE & REPAIR | 79294 | |
| | 720.00 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
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| PAHCS II | | | | | |
| POST OFFCR STRESS TEST | 768.00 | 01510000-52228 | PERSONNEL HIRING | 170919 | |
| POST OFFER PHYSICALS & DOT RANDOM | 559. 5 5 | 01600000-52225 | EMPLOYMENT PHYSICALS | 170790 | |
| POST OFFER PHYSICALS & DOT RANDOM | 979.48 | 01510000-52228 | PERSONNEL HIRING | 170790 | |
| - | 2,307.03 | | | | |
| PARTS TOWN LLC | | | | | |
| TC FREEZER GASKET | 162.49 | 01680000-53381 | TC MAINTENANCE & SUPPLIES | 115269 | |
| _ | 162.49 | | | | |
| PARTY CITY | | | | | |
| DARE SUPPLIES | 24.98 | 01664765-53325 | COMMUNITY RELATIONS | 5105/54/2 | |
| - | 24.98 | | | | |
| PJ'S CAMERA & PHOTO | | | | | |
| HALLWAY PICTURES | 9.00 | 01662600-53314 | OFFICE SUPPLIES | 65743 | |
| - | 9.00 | | | | |
| PLATINUM POOLCARE AQUATECH LTD | | | | | |
| FOUNTAIN MTC MAY | 2,079.40 | 01680000-52219 | TC MAINTENANCE | 59412 | |
| JUNE PAYMENT | 1,179.40 | 01680000-52219 | TC MAINTENANCE | 60594 | |
| | 3,258.80 | | | | |
| PLOTE CONSTRUCTION INC | | | | | |
| 2015 FLEXIBLE PAVEMENT PROJ | 130,062.23 | 11-21112 | RETAINAGE - PLOTE | 150040.06 | 20160003 |
| 2015 FLEXIBLE PAVEMENT PROJ | 803,267.46 | 11740000-55486 | ROADWAY CAPITAL IMPROVEME | N150040.06 | 20160003 |
| _ | 933,329.69 | | | | |
| POMPS TIRE SERVICE | | | | | |
| TIRES | 69.60 | 01696200-53354 | PARTS PURCHASED | 640032066 | |
| TIRES | 508.64 | 01696200-53354 | PARTS PURCHASED | 410277402 | |
| TIRES | 1,066.04 | 01696200-53354 | PARTS PURCHASED | 410277401 | |
| - | 1,644.28 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | <u>Invoice No.</u> | Purchase <u>Order</u> |
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| PORTER PIPE & SUPPLY CO | | | | | |
| WELL#6 VALVE | 37.65 37.65 | 04201600-53317 | OPERATING SUPPLIES | 11320471-00 | |
| POSITIONING SOLUTIONS | | | | | |
| LATH AND TAPE MEASURE | 103.50 | 01621300-53317 | OPERATING SUPPLIES | 000127 | |
| | 103.50 | | | | |
| PRIORITY PRODUCTS INC | | | | | |
| BOLTS VALVE REPAIR | 756.73 | 04201600-53317 | OPERATING SUPPLIES | 857088 | |
| BOLTS/VALVE REPAIR | 590.39 | 04201600-53317 | OPERATING SUPPLIES | 857089 | |
| | 1,347.12 | | | | |
| PRO SAFETY INC | | | | | |
| BLUE SOLID FLAGS | 151.67 | 04201600-53317 | OPERATING SUPPLIES | 2/802710 | |
| GREEN SOLID FLAGS | 151.67 | 04101500-53317 | OPERATING SUPPLIES | 2/802710 | |
| RED CAROL STREAM FLAGS | 300.85 | 01670300-53317 | OPERATING SUPPLIES | 2/802630 | |
| RED SPRAY PAINT | 101.66 | 01670300-53317 | OPERATING SUPPLIES | 2/802710 | |
| | 705.85 | | | | |
| R & M PRINTING | | | | | |
| TWN CTR EVENTS- POLO SHIRTS | 329.41 | 01520000-53324 | UNIFORMS | 4056 | |
| | 329.41 | | | | |

| Vendor / Description | Amount | Account Number | Account Description | Invoice No. | Purchase <u>Order</u> |
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| RAY O'HERRON CO | | | | | |
| BADGES(SHIPPING) | 4.56 | 01662700-53324 | UNIFORMS | 1524048 | |
| BADGES(SHIPPING) | 6.91 | 01662700-53324 | UNIFORMS | 1525675 | |
| BADGES(SHIPPING) | 6.91 | 01662700-53324 | UNIFORMS | 1526341 | |
| BADGES(SHIPPING) | 9.19 | 01662700-53324 | UNIFORMS | 1524578 | |
| BAUGHMAN | 131.95 | 01662700-53324 | UNIFORMS | 1524722 | |
| BUCHOLZ | 15.96 | 01662700-53324 | UNIFORMS | 1527690 | |
| C CADLE | 119.99 | 01662700-53324 | UNIFORMS | 1526395 | |
| COOPER | 84.99 | 01662300-53324 | UNIFORMS | 1529695 | |
| COOPER | 290.95 | 01662300-53324 | UNIFORMS | 1527377 | |
| DEGNAN | 88.00 | 01660100-53324 | UNIFORMS | 1528 471 | |
| DEGNAN | 110.00 | 01660100-53324 | UNIFORMS | 1526842 | |
| DEGNAN-CREDIT MEMO | -18.98 | 01660100-53324 | UNIFORMS | CM-1527093 | |
| FRY | 98.00 | 01662700-53324 | UNIFORMS | 1524730 | |
| GREY | 119.99 | 01664700-53324 | UNIFORMS | 1524725 | |
| JONES | 49.00 | 01662400-53324 | UNIFORMS | 1526398 | |
| JUNGERS | 15.98 | 01660100-53324 | UNIFORMS | 1526397 | |
| JUNGERS | 38.00 | 01660100-53324 | UNIFORMS | 1529693 | |
| JUNGERS | 79.75 | 01660100-53324 | UNIFORMS | 1526871 | |
| KALINOWICZ | 119.99 | 01662400-53324 | UNIFORMS | 1524729 | |
| LAKE | 70.00 | 01662600-53324 | UNIFORMS | 1524721 | |
| LALLY | 174.00 | 01662300-53324 | UNIFORMS | 1529692 | |
| MOZALEWSKI | 49.00 | 01662700-53324 | UNIFORMS | 1526630 | |
| MOZALEWSKI | 78.00 | 01662700-53324 | UNIFORMS | 1526870 | |
| MOZALEWSKI | 121.99 | 01662700-53324 | UNIFORMS | 1529694 | |
| MOZALEWSKI | 174.98 | 01662700-53324 | UNIFORMS | 1526394 | |
| NEW BADGES | 1,070.00 | 01662700-53324 | UNIFORMS | 1526872 | |
| PLACKETT | 123.00 | 01662300-53324 | UNIFORMS | 1524720 | |
| RANGE SUPPLIES | 59.00 | 01662700-52239 | RANGE | 1518091 | |
| WELLS | 88.00 | 01662700-53324 | UNIFORMS | 1528470 | |
| WELLS | 345.00 | 01662700-53324 | UNIFORMS | 1528469 | |

| Vendor / Description | Amount | Account Number | Account Description | <u>Invoice No.</u> | Purchase <u>Order</u> |
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| | | | | | |
| ZOCHERT | 24.97 | 01660100-53324 | UNIFORMS | 1526396 | |
| ZOCHERT | 384.99 | 01660100-53324 | UNIFORMS | 1526869 | |
| | 4,134.07 | | | | |
| RECRUITERBOX | | | | | |
| MONTHLYSUBS 5/23-6/23 | 90.00 | 01600000-52255 | SOFTWARE MAINTENANCE | IN_6LF1QHQRP0GLIB | |
| , , <u> </u> | 90.00 | | | | |
| RED WING SHOE STORE | | | | | |
| BOOTS - A OLSEN | 175.49 | 01696200-53324 | UNIFORMS | 123074326 | |
| BOOTS - P TRIPPETT | 143.99 | 01696200-53324 | UNIFORMS | 123074325 | |
| | 319.48 | | | | |
| REFUNDS MISC | 5-20.10 | | | | |
| | 24.00 | 01000000-42303 | VEHICLE LICENSES | S/B SENIOR STK'S | |
| 2 SENIOR STK'S OVERCHRGD ADMIN/PUBLIC SAFETY FEE PARTIAL REFUND | 475.00 | 01000000-42303 | TOWING FEE | CS15019999 | |
| MOVED TO AURORA AS OF 6/22/15 | 15.00 | 01000000-43321 | VEHICLE LICENSES | STK 07060 | |
| OVPPD ON SENIOR VLG STICKER | 24.00 | 01000000 42303 | VEHICLE LICENSES | STK 16327 | |
| OVR PAID ON TRNFR VLG STICKER | 14.00 | 01000000-42303 | VEHICLE LICENSES | STK 12063 | |
| OVRPAID ON 1 KNPK VEG STICKERS | 24.00 | 01000000 12303 | VEHICLE LICENSES | STK 17790/91 | |
| PAID TICKET TWICE- REFUND | 40.00 | 01000000 42303 | ORDINANCE FORFEITS | TICKET 230411 | |
| PD TWICE FOR ONLINE TICKET | 20.00 | 01000000 45402 | ORDINANCE FORFEITS | ONLINE TK#231039 | |
| PURCHASED STICKER TWICE | 15.00 | 01000000-42303 | VEHICLE LICENSES | STK 22690 | |
| PURCHASED STICKER TWICE PURCHASED TRK STK REG PRICE S/B SENIOR | 17.00 | 01000000 42303 | VEHICLE LICENSES | REFUND-SENIOR STK | |
| - | 395.00 | 01000000 42303 | VEHICLE LICENSES | 5 TRUCK STKS | |
| RNT'D 5 TRUCK STKS NOT USED/REGISTERED IN (| 15.00 | 01000000 42303 | VEHICLE LICENSES | SOLD CAR RTN STK | |
| SOLD CAR RTN'D STK 08977 | 15.00 | 01000000 42303 | VEHICLE LICENSES | STK 21337 REFUND | |
| STICKER WAS PURCHASED TWICE | 30.00 | 01000000-42303 | VEHICLE LICENSES | STK 03001 | |
| STK #03001 RTN'D & RFND | | 0100000-42303 | TEINGLE LIGHTON | | |
| | 1,123.00 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|----------------------------|----------|----------------|-------------------------------|-------------------|--------------------------|
| REFUNDS PRESERVATION BONDS | | | | | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 1101 LIGHTENING | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 1153 BRADBURY | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 1170 BROOKSTONE | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 485 PARKSIDE | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 532 FLINT TRL | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 655 PAXTON | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 719 MAYFAIR | |
| DRIVEWAY BOND REFUND | 300.00 | 01-24302 | ESCROW - GRADING | 932 ROYAL GLEN(1) | |
| | 2,400.00 | | | | |
| REFUNDS TAX STAMPS | | | | | |
| TRANSFER STP #26799 REFUND | 450.00 | 01000000-41208 | REAL ESTATE TRANSFER TAX | 1027 ROCKPORT | |
| | 450.00 | | | | |
| RESTAURANT-MASTERCARD | | | • | | |
| FOOD FOR RSC | 65.93 | 01662300-53317 | OPERATING SUPPLIES | 90785700 | |
| FOOD FOR RSC | 89.58 | 01662300-53317 | OPERATING SUPPLIES | 290 6/19/15 | |
| INCORRECT CC USED | 8.03 | 01696200-53317 | OPERATING SUPPLIES | 000018 | |
| | 163.54 | | | | |
| RUSH TRUCK CENTERS | | | | | |
| BREAKER, SWITCH | 58.49 | 01696200-53354 | PARTS PURCHASED | 98300548 | |
| | 58.49 | | | | |
| SAFEKIDS WORLDWIDE | | | | | |
| TECH RECERT FEE | 50.00 | 01662300-52234 | DUES & SUBSCRIPTIONS | 226037 | |
| | 50.00 | | | | |
| SAFETY KLEEN | | | | | |
| SOLVENT | 293.87 | 01696200-52244 | MAINTENANCE & REPAIR | 66890094 | |
| | 293.87 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|---------------------------|---------------------|----------------|-------------------------------|--------------|--------------------------|
| SAUERS BAKERY INC | | | | | |
| APPREC-USE OF AIRPORT | 25.84 | 01660100-52223 | TRAINING | 60990001 | |
| | 25.84 | | | | |
| SEARS HARDWARE | | | | | |
| CLOTH ALLOW - EBY | 109.96 | 01664700-53324 | UNIFORMS | 012905173431 | |
| D NOWORUL-JEANS | 114.97 | 04200100-53324 | UNIFORMS | 01172528650 | |
| J FARIAS- BOOTS | 178.98 | 04200100-53324 | UNIFORMS | 011725228071 | |
| J PAVELKA-JEANS/BOOTS | 308. 9 4 | 01670100-53324 | UNIFORMS | 011725228024 | |
| M TIJERINA JEANS | 93.97 | 04200100-53324 | UNIFORMS | 011725217750 | |
| M ZAMECNIK- JEANS | 99.95 | 04200100-53324 | UNIFORMS | 011725217749 | |
| RETURN SHOES J FARIAS | -68.99 | 04200100-53324 | UNIFORMS | 011725228335 | |
| RTURNER-JEANS/BOOTS | 298.91 | 01670100-53324 | UNIFORMS | 011725228023 | |
| | 1,136.69 | | | | |
| SEAWAY SUPPLY CO | | | | | |
| TOWEL/TISSUES | 102.00 | 01670400-53317 | OPERATING SUPPLIES | 108484 | |
| | 102.00 | | | | |
| SIGN A RAMA | | | | | |
| SPONSORSHIP BANNER | 420.00 | 01750000-52288 | CONCERT SERIES | 3862 | |
| | 420.00 | | | | |
| SUBURBAN LABORATORIES INC | | | | | |
| COLIFORM COMPLIANCE JUNE | 199.00 | 04201600-52279 | LAB SERVICES | 123682 | |
| MONTHLY COMPLIANCE 5/19 | 160.00 | 04201600-52279 | LAB SERVICES | 123321 | |
| WATER SAMPLES | 1,349.00 | 04201600-52279 | LAB SERVICES | 122931 | |
| | 1,708.00 | | | | |
| SUNRISE CHEVROLET | , | | | | |
| ACTUATOR | 37.06 | 01696200-53354 | PARTS PURCHASED | 839475 | |
| CONNECTOR | 4.01 | 01696200-53354 | PARTS PURCHASED | 839131 | |
| | 41.07 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | urchase <u>Order</u> |
|-----------------------------------------------|----------------------|----------------------------------|-------------------------------------------------|-----------------|-------------------------|
| SURVEY MONKEY | | | | | |
| RNWL JUN 4-JUL 3 | 24.00 | 01670100-52234 | DUES & SUBSCRIPTIONS | 24666167 | |
| - | 24.00 | | | | |
| TESTING SERVICE CORP | | | | | |
| MATERIALS INSP -VLG STREETS | 622.33 | 11740000-55486 | ROADWAY CAPITAL IMPROVEM | END98371 | |
| • | 622.33 | | | | |
| THE BUCKLE INC | | | | | |
| CLOTH ALLOW - CHACON | 208.95 | 01662400-53324 | UNIFORMS | 093850 | |
| | 208.95 | | | | |
| THE MORTON ARBORETUM | | | | | |
| TRNG 8/20 M MESSINO | 15.00 | 01670700-52223 | TRAINING | 22100080 | |
| | 15.00 | | | | |
| THIRD MILLENIUM ASSOCIATES INCORPOR | ATED | | | | |
| E-PAY SERVER FEE JUNE | 225.00 | 04103100-52221 | UTILITY BILL PROCESSING | 18375 | |
| E-PAY SERVER FEE JUNE | 225.00 | 04203100-52221 | UTILITY BILL PROCESSING | 18375 18403 | |
| ON LINE VS FEES | 1,502.55 | 01612900-52255 | SOFTWARE MAINTENANCE | 18357 | |
| WTR BILL PRINTING JULY WTR BILL PRINTING JULY | 1,220.19 1,220.19 | 04103100-52221 04203100-52221 | UTILITY BILL PROCESSING UTILITY BILL PROCESSING | 18357 | |
| WIR BILL PRINTING JOLY | 4,392.93 | 04203100-32221 | OTIETT BILL THOUSANTS | | |
| THOMAS E HOBAN | 4,352.33 | | | | |
| AUG 6TH CONCERT SERIES | 2,700.00 | 01750000-52288 | CONCERT SERIES | AUG 6TH CONCERT | |
| Add diff concent senies | 2,700.00 | 01/30000 02200 | | | |
| TIC TANK INDUSTRY CONSULTANTS | _,, ~~.~ | | | | |
| LIES RD TANK ANTENNA (NEXTEL DECOMM) | 2,500.00 | 04200100-52253 | CONSULTANT | 32274 | |
| · , - | 2,500.00 | | | | |

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|--------------------------------------------|----------|----------------|-------------------------------|--------------------|--------------------------|
| TM PRODUCTION SERVICES | | | | | |
| SOUND TECHINAL SERV'S JULY 23TH CONCERT | 500.00 | 01750000-52288 | CONCERT SERIES | TECH SUPP 7/23 | |
| SOUND TECHNICAL CONCERT SRV 7/30/15 | 500.00 | 01750000-52288 | CONCERT SERIES | TECH SRV;S 7/30/15 | |
| SOUND TECHNICAL SRV AUG 20TH CONCERT | 500.00 | 01750000-52288 | CONCERT SERIES | AUG 20TH TECH SRV | |
| SOUND TECHNICAL SRV AUG 6TH CONCERT | 500.00 | 01750000-52288 | CONCERT SERIES | AUG 6TH TECH SRV | |
| | 2,000.00 | | | | |
| TRANS UNION LLC | | | | | |
| APRIL 2015 FEE | 2.25 | 01662400-53330 | INVESTIGATION FUND | 48931APRL15 | |
| CHRG'S FOR 3/26- 4/25 2015 | 55.00 | 01662400-53330 | INVESTIGATION FUND | 04500651 | |
| CHRG'S FOR 4/26-5/25 2015 | 55.00 | 01662400-53330 | INVESTIGATION FUND | 05500644 | |
| MAY FEE | 13.00 | 01662400-53330 | INVESTIGATION FUND | 48931 MAY/15 | |
| | 125.25 | | | | |
| TRANSYSTEMS CORPORATION | | | | | |
| PH III CONST MGMT-KUHN RD LAFO-5/23 - 6/19 | 1,208.08 | 11740000-55486 | ROADWAY CAPITAL IMPROVE | MEN 2813229-02 | 20160011 |
| | 1,208.08 | | | | |
| TRAVEL-MASTERCARD | | | | | |
| CAB-TRNG ICAC 6/1 | 37.00 | 01662400-52223 | TRAINING | 06042015 | |
| CAB-TRNG ICAC 6/1/15 | 31.50 | 01662400-52223 | TRAINING | 06012015 | |
| | 68.50 | | | | |
| TREE TOWNS IMAGING & COLOR GRAPHICS | | | | | |
| FOIA COPIES | 70.40 | 01580000-53315 | PRINTED MATERIALS | 222241 | |
| | 70.40 | | | | |
| TRISOURCE SOLUTIONS LLC | | | | | |
| TRISOURCE CC FEES JUNE 2015 | 730.01 | 04203100-52221 | UTILITY BILL PROCESSING | INV T833 JUNE/2015 | |
| TRISOURCE CC FEES JUNE 2015 | 730.02 | 04103100-52221 | UTILITY BILL PROCESSING | INV T833 JUNE/2015 | |
| TRISOURCE CC FEES JUNE 2015 | 835.80 | 04203100-52221 | UTILITY BILL PROCESSING | INV 1420 JUNE/2015 | |
| TRISOURCE CC FEES JUNE 2015 | 835.81 | 04103100-52221 | UTILITY BILL PROCESSING | INV 1420 JUNE/2015 | |
| _ | 3,131.64 | | | | |

Page 32 of 36

| Vendor / Description | Amount | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|------------------------------|----------|----------------|-------------------------------|------------------|--------------------------|
| TYCO INTEGRATED SECURITY LLC | | | | | |
| CHRG CT ALRM 6/1-8/31 | 38.25 | 04100100-52234 | DUES & SUBSCRIPTIONS | 24257003 | |
| FRM HS ALRM 7/1-9/30 | 36.00 | 01590000-52230 | TELEPHONE | 24456384 | |
| TC ALARM 7/1-9/30 | 36.00 | 01590000-52230 | TELEPHONE | 24456385 | |
| | 110.25 | | | | |
| U S POSTMASTER | | | | | |
| POSTAGE 6/29/15 WTR BILLS | 2,266.25 | 04103100-52229 | POSTAGE | INV 1529 6/29/15 | |
| POSTAGE 6/29/15 WTR BILLS | 2,266.25 | 04203100-52229 | POSTAGE | INV 1529 6/29/15 | |
| S/O NOTICE POSTAGE JULY/2015 | 54.08 | 04103100-52229 | POSTAGE | INV 1529 7/8/15 | |
| S/O NOTICE POSTAGE JULY/2015 | 54.08 | 04203100-52229 | POSTAGE | INV 1529 7/8/15 | |
| | 4,640.66 | | | | |
| UNIFIRST CORPORATION | | | | | |
| MATS/TOWELS-5/26/15 | 17.40 | 01670100-53317 | OPERATING SUPPLIES | 1034669 | |
| MATS/TOWELS-6/16/15 | 17.40 | 01670100-53317 | OPERATING SUPPLIES | 1039275 | |
| MATS/TOWELS-6/2/15 | 17.40 | 01670100-53317 | OPERATING SUPPLIES | 1036207 | |
| MATS/TOWELS-6/9/15 | 17.40 | 01670100-53317 | OPERATING SUPPLIES | 1037742 | |
| UNIFORMS-5/26/15 | 33.93 | 01696200-52267 | UNIFORM CLEANING | 1034669 | |
| UNIFORMS-6/16/15 | 33.93 | 01696200-52267 | UNIFORM CLEANING | 1039275 | |
| UNIFORMS-6/2/15 | 33.93 | 01696200-52267 | UNIFORM CLEANING | 1036207 | |
| UNIFORMS-6/9/15 | 33.93 | 01696200-52267 | UNIFORM CLEANING | 1037742 | |
| WIPES-5/26/15 | 52.08 | 01696200-53317 | OPERATING SUPPLIES | 1034669 | |
| WIPES-6/16/15 | 52.08 | 01696200-53317 | OPERATING SUPPLIES | 1039275 | |
| WIPES-6/2/15 | 52.08 | 01696200-53317 | OPERATING SUPPLIES | 1036207 | |
| WIPES-6/9/15 | 52.08 | 01696200-53317 | OPERATING SUPPLIES | 1037742 | |
| | 413.64 | | | | |
| UNITED LABORATORIES | | | | | |
| GRUNGE GRIPPERS | 271.72 | 04201600-53317 | OPERATING SUPPLIES | 118520 | |
| | 271.72 | | | | |

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|-------------------------------------|---------------|----------------|-------------------------------|--------------------|--------------------------|
| UNITED STATES POSTAL SERVICE | | | | | |
| CERTIFIED MAIL IEPA | 4.16 | 04200100-52229 | POSTAGE | 014933-875 | |
| DUI KITS TO ISP LAB | 15.20 | 01662400-53317 | OPERATING SUPPLIES | 760 06/10/15 | |
| DUI KITS TO LAB | 16.20 | 01662400-53317 | OPERATING SUPPLIES | 415 05/28/15 | |
| PASSPORT 6/11/15 | 5.05 | 01610100-52229 | POSTAGE | 338775015 | |
| PASSPORT 6/11/15 | 5.05 | 01610100-52229 | POSTAGE | 338808171 | |
| PASSPORT 6/15/15 | 5.05 | 01610100-52229 | POSTAGE | 339115832 | |
| PASSPORT 6/16/15 | 5.05 | 01610100-52229 | POSTAGE | 339209820 | |
| PASSPORT 6/17/15 | 18.11 | 01610100-52229 | POSTAGE | 339423163 | |
| PASSPORT 6/19/15 | 5.05 | 01610100-52229 | POSTAGE | 339631103 | |
| PASSPORT 6/2/15 | 5.05 | 01610100-52229 | POSTAGE | 337704545 | |
| PASSPORT 6/3/15 | 5.05 | 01610100-52229 | POSTAGE | 337 8397 57 | |
| PASSPORT 6/4/15 | 5.05 | 01610100-52229 | POSTAGE | 337977252 | |
| PASSPORT 6/5/15 | 5.05 | 01610100-52229 | POSTAGE | 338132220 | |
| PASSPORT 6/8/15 | 5.05 | 01610100-52229 | POSTAGE | 338353498 | |
| PASSPORT 6/8/15 | 5.05 | 01610100-52229 | POSTAGE | 338357290 | |
| PASSPORT 6/8/15 | 18.11 | 01610100-52229 | POSTAGE | 338386167 | |
| PASSPORT 6/9/15 | 18.11 | 01610100-52229 | POSTAGE | 338524286 | |
| _ | 145.44 | | | | |
| VILLA PARK ELECTRICAL SUPPLY CO INC | | | | | |
| LIGHTS/FUSE | 40.20 | 01670300-53215 | STREET LIGHT SUPPLIES | 01864684 | |
| | 40.20 | | | | |
| VILLA PARK OFFICE EQUIPMENT | | | | | |
| FYE 2016 RECORD CHAIR | 373.99 | 01662600-53350 | SMALL EQUIPMENT EXPENSE | 52681 | |
| | 373.99 | | | | |

| | | | Account | | Purchase |
|------------------------------------------|---------------|-----------------------|---------------------------|--------------|--------------|
| Vendor / Description | <u>Amount</u> | Account Number | <u>Description</u> | Invoice No. | <u>Order</u> |
| | | | | | |
| VILLAGE OF CAROL STREAM | | | | | |
| SERV FOR MAY | 3.25 | 04101500-53220 | WATER | 964663/20871 | |
| SERV FOR MAY | 28.57 | 04101500-53220 | WATER | 964664/20872 | |
| SERV FOR MAY | 54.87 | 01670100-53220 | WATER | 964667/20875 | |
| SERV FOR MAY | 61.47 | 01680000-53220 | WATER | 964670/20878 | |
| SERV FOR MAY | 72.89 | 01670100-53220 | WATER | 964666/20874 | |
| SERV FOR MAY | 270.88 | 01680000-53220 | WATER | 964668/20876 | |
| | 491.93 | | | | |
| WAL MART | | | | | |
| BATTARY CARE | 12.00 | 01680000-53319 | MAINTENANCE SUPPLIES | 07223 | |
| BATTERY CORE RTN | -12.00 | 01680000-53319 | MAINTENANCE SUPPLIES | 07224CR | |
| BATTERY/WTR & WORK PANTS(LESCHER)-FRM H: | 99.97 | 01680000-53319 | MAINTENANCE SUPPLIES | 07223 | |
| DARE SUPPLIES | 49.86 | 01664765-53325 | COMMUNITY RELATIONS | 00026 | |
| FOOD FOR DARE | 59.00 | 01664765-53325 | COMMUNITY RELATIONS | 1042000314 | |
| JEANS - P TRIPPETT | 71.81 | 01696200-53324 | UNIFORMS | 09917 | |
| MEDICAL SUPPL TC | 14.29 | 01680000-53381 | TC MAINTENANCE & SUPPLIES | 01758 | |
| WATER-TC | 3.52 | 01680000-53381 | TC MAINTENANCE & SUPPLIES | 07223 | |
| WORK PANTS-LESCHER | 19.97 | 01680000-53324 | UNIFORMS | 07223 | |
| | 318.42 | | | | |
| WALGREENS | | | | | |
| BEVERAGES FOR RSC | 12.99 | 01662300-53317 | OPERATING SUPPLIES | 531515061903 | |
| _ | 12.99 | | | | |
| WEST SIDE TRACTOR SALES | | | | | |
| HEADLINER, PLUG | 639.91 | 01696200-53354 | PARTS PURCHASED | N21052 | |
| | 639.91 | | | | |
| WORKING PERSONS STORE | | | | | |
| SAFETY SHOES CLEVELAND | 95.00 | 01622200-53324 | UNIFORMS | 100634548 | |
| SAFETY SHOES- FREDERICK | 128.00 | 01622200-53324 | UNIFORMS | 100636270 | |
| _ | 223.00 | | | | |
| | | | | | |

Page 35 of 36

| Vendor / Description | <u>Amount</u> | Account Number | Account <u>Description</u> | Invoice No. | Purchase <u>Order</u> |
|----------------------------|----------------|----------------|-------------------------------|-------------|--------------------------|
| XEROX CAPITAL SERVICES LLC | | | | | |
| ADMIN COPIER JUNE | 1,387.01 | 01590000-52231 | COPY EXPENSE | 08159971 | |
| | 1,387.01 | | | | |
| GRAND TOTAL | \$1,705,717.49 | | | | |

| The preceding list of bills payable | e totaling \$1,705,717.49 was reviewed and approved for paymen |
|------------------------------------------------|----------------------------------------------------------------|
| Approved by: Joseph Breinig – Village Manager | Date: 7/6/5 |
| Authorized by: | Frank Saverino Sr - Mayor |
| | Laura Czarnecki- Village Clerk |

AGENDA ITEM

ADDENDUM WARRANTS July 7, 2015 thru July 20, 2015

| Fund | Check# | Vendor | Description | Amount |
|---------------|--------|----------------------|-----------------------------------------|------------|
| General | АСН | Wheaton Bank & Trust | Payroll June 22, 2015 thru July 5, 2015 | 530,376.55 |
| Water & Sewer | ACH | Wheaton Bank & Trust | Payroll June 22, 2015 thru July 5, 2015 | 32,542.22 |
| | | | | 562,918.77 |
| | | Approved this da | ay of, 2015 | |
| | | By:Frank Saverino Sr | | |
| | | Laura Czarnecki - V | Village Clerk | |