

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM February 13, 2024

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
 1. *January 16, 2024 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant - February 13, 2024, 24/2 \$3,290,566.02*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration – No Report
 - B. Community and Economic Development – No Report
 - C. Finance – No Report
 - D. Police Department – No Report
 - E. Public Works
 1. *Resolution Authorizing the Execution of a Joint Funding Agreement for Construction with the Illinois Department of Transportation (IDOT) for Grant Funding and Authorizing the Appropriation of Required Local Matching and Non-Participating Funds Associated with the Main Street and Church Road Resurfacing and Sidewalk Construction Project*
 2. *Resolution Appropriating the Use of Rebuild Illinois Grant Funds for Construction of the 2024 Residential Street Improvements Program in the Amount of \$1,209,469.02*

3. *Resolution Authorizing a Purchase Order to Imperial Surveillance for Senior and Community Center Access Control and Video Cameras in the Not-to-Exceed Amount of \$75,000*
4. *Resolution Authorizing the Ratification of Payment to Restore Restoration Inc. for Emergency Remediation to Village Hall after a Pipe Burst on January 17, 2024 in the Amount of \$14,722.15*
5. *Resolution Authorizing the Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Greeley and Hansen, LLC for Construction Engineering of the Pressure Adjusting Station Replacement Project, Contingent on IEPA Loan Approval*

F. Recreation

1. *Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC for the ChiTown Shuffle Youth Hockey Tournament*
2. *Resolution Authorizing a Facility Usage License Agreement with Play Hockey USA.*
3. *Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chicago Blues Hockey Club*
4. *Resolution Authorizing the Execution of a Facility Rental Use Agreement with TCC Tournament LLC.*
5. *Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chiefs Hockey Club*

IX. **REPORTS OF VILLAGE OFFICERS:**

- A. PRESIDENT'S REMARKS:
- B. VILLAGE MANAGER'S REPORT:
- C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**February 13, 2024**DESCRIPTION:**January 16, 2024 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_240116_VB

Upload Date

2/1/2024

Type

Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
January 16, 2024

CALL TO ORDER: 1. President DeSimone called the meeting to order at 6:30 p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone, Franz, Frey, Lomax, Panicola, Perez

Absent: Carmona*

A quorum was present.

Staff Present: E. Summers, J. Caracci, B. Dooley, S. Flynn, K. Pozsgay, C. Williamsen

PUBLIC COMMENT: **Robert Benson – 435 Barron Street, Bensenville, Illinois 60106**
Mr. Benson provided information regarding the proposed referendum for Fenton High School. Mr. Benson asked the Public to do their research before voting on the referendum question.

Jake Heinz – 33 N. LaSalle Dr, Floor 28, Chicago, Illinois
Mr. Heinz was present on behalf of the owner of 471 Podlin Drive. Mr. Heinz asked the Village Board to approve the proposed 6B incentive for 471 Podlin Drive.

Jack Kozar – 485 Podlin Drive, Bensenville, Illinois 60106
Mr. Kozar was present on behalf of the owner of 485 Podlin Drive. Mr. Kozar asked the Village Board to approve the proposed 6B incentive for 485 Podlin Drive. Mr. Kozar provided photographs to the Village Board; they have been attached to the minutes as “Exhibit A”.

**Trustee Carmona Entered the Meeting at 6:35 p.m. **

APPROVAL OF MINUTES: 4. The December 12, 2023 Special Village Board Meeting minutes were presented.

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

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

WARRANT NO.

24/1:

5. President DeSimone presented **Warrant No. 24/1** in the amount of \$2,111,306.40.

Motion: Trustee Lomax made a motion to approve the warrant as presented.
Trustee Perez the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Trustee Frey Left the Meeting at 6:38 p.m.

Ordinance No.

1-2024:

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 1-2024** entitled an **Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – Class E-2 Liquor Licenses to Decrease the Number of Class E-2 liquor licenses from 3 to 2.**

Village Manager, Evan Summers, stated Section 3-3-5E.6 of the Bensenville Village Code limits the number of Class E-2 liquor licenses issued and outstanding to 3. Mr. Summers stated Class E-2 licenses authorize the retail sale of beer and wine for consumption on the premises where food is offered. Mr. Summers stated Bacci Pizza located at 1100 S. Route 83 informed Staff that they are no longer a tenant at the property as of January 1, 2024.

Mr. Summers stated reducing the number of licenses to only those in use allows the Village more discretion to issue future licenses by requiring a Village Code amendment to make such a license available rather than having to issue an open license to the next applicant meeting the eligibility criteria.

Motion: Trustee Carmona made a motion to adopt the ordinance as presented. Trustee Perez seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-1-2024:**

7. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-1-2024** entitled a **Resolution Approving an Agreement with Avion Consultants, LLC and the Village of Bensenville for Aviation Consulting Services for 2024.**

Mr. Summers stated Avion Consultants began working as for the Village as a subcontractor to LGN, the Village's former Federal transportation lobbyist. Mr. Summers stated upon termination of the LGN contract, the Village retained the services of Avion Consultants directly.

Mr. Summers stated Avion Consultants has been crucial to the success of the Fly Quiet Runway Rotation Plan with the O'Hare Noise Compatibility Commission by providing technical analysis. Mr. Summers stated Avion Consultants has been critical to the continued success of the ONCC.

Mr. Summers stated Avion Consultants also provides technical writing assistance when communicating directly with regulators at the FAA.

Motion: Trustee Franz made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Trustee Frey Returned to the Meeting at 6:40 p.m. **

**Resolution No.
R-2-2024:**

8. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-2-2024** entitled a **Resolution Authorizing the Village Manager the Authority to Execute a Cyber-Liability Policy Recommended by Alliant Insurance Services Inc in the Not-to-Exceed Amount of \$30,000.**

Mr. Summers stated Alliant Insurance Services, Inc. serves as the Village's insurance broker. Mr. Summers stated they have gone to market in search of a cyber liability insurance provider to service the Village's needs.

Mr. Summers stated this year, Alliant conducted a comprehensive marketplace solicitation. Mr. Summers stated Alliant approached fourteen (14) prominent cyber liability insurance carriers. Mr. Summers stated the Village Manager will be authorized to select a carrier based on Alliant's recommendation.

Motion: Trustee Franz made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

471 Podlin Dr.

9. President DeSimone gave the summarization of the action contemplated in a **Request to Support a Class 6b Cook County Property Tax Incentive for 471 Podlin Drive, Bensenville, IL.**

Director of Community and Economic Development, Kurtis Pozsgay stated properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year.

Mr. Pozsgay stated in the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Mr. Pozsgay stated the Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings.

Mr. Pozsgay stated 471 Podlin Dr will be coming off a Class 6b reduction in 2025, meaning without Village approval, the property will go back to being assessed at 25% of its market value.

Mr. Pozsgay stated Staffs estimates the property has saved an estimated \$390,263.63 since receiving the original incentive.

Mr. Pozsgay stated the previous improvements, and the planned improvements, are items that have not and/or will not significantly increase the value of the property.

Mr. Pozsgay stated Staff recommends the Denial of the request to support a Cook County 6b Property Tax Incentive at 471 Podlin Dr.

Trustee Panicola asked if other properties in the area were operating under a Class 6B incentive. Mr. Summers stated only Cook County properties are eligible and that a few still remain under a Class 6B; however he does not anticipate them being renewed once they expire.

Motion: Trustee Lomax made a motion to deny the request as presented. Trustee Carmona seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

485 Podlin Dr.

10. President DeSimone gave the summarization of the action contemplated in a **Request to Support a Class 6b Cook County Property Tax Incentive for 485 Podlin Drive, Bensenville, IL.**

Director of Community and Economic Development, Kurtis Pozsgay stated properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year.

Mr. Pozsgay stated in the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Mr. Pozsgay stated the Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings.

Mr. Pozsgay stated 485 Podlin Dr will be coming off a Class 6b reduction in 2025, meaning without Village approval, the property will go back to being assessed at 25% of its market value.

Mr. Pozsgay stated Staffs estimates the property has saved an estimated \$492,440.15 since receiving the original incentive.

Mr. Pozsgay stated there are no significant planned improvements to the property. No previous improvements made had a significant effect on property values.

Mr. Pozsgay stated Staff recommends the Denial of the request to support a Cook County 6b Property Tax Incentive at 485 Podlin Dr.

Trustee Lomax asked if the property owner is planning to make improvements at the site.

The property owner addressed the Village Board stating his operation has been at the site for six to seven years now; he would like to make improvements to the property but without the Village paving the street, he is not willing to make improvements to his property.

President DeSimone asked how long Podlin Drive has been in its current condition. Director of Public Works, Joe Caracci stated since its existence.

Mr. Summers stated there are no plans in the CIP to improve Podlin Drive.

Mr. Caracci stated the Village attempted to create an SSA for the construction of the street but did not reach the required 50% support from the Property Owners.

President DeSimone suggested the property owner at 485 Podlin Drive should meet with his neighbors to see if they would be supportive of an SSA to have the street constructed.

The property owner of 485 Podlin Drive stated he was willing to pay for the construction of the street himself and requested to meet with Staff to discuss further.

Motion:

Trustee Lomax made a motion to deny the request as presented. Trustee Frey seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-3-2024:**

11. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-3-2024** entitled a **Resolution for Approval of a Five Year Service Agreement Between Flock Group Inc. and the Village of Bensenville for the Purchase, Service and Support for Flock Falcon Cameras.**

Deputy Police Chief, Brian Dooley stated the Bensenville Police applied for and received a grant for \$18,000.00 to purchase additional License Plate Reader cameras from the Illinois Attorney General's Office

Deputy Chief Dooley stated Flock Increased prices across the board but the Village was able to lock in the old (lower) price for the duration of this contract.

Deputy Chief Dooley stated the Police Department makes every effort to suppress crime and apprehend criminal offenders using advanced technology to accomplish this in the most efficient manner. Deputy Chief Dooley stated the Police Department has entered into an agreement with Flock Safety to provide License Plate Reading (LPR) technology the Bensenville Police Department as seven out of every ten crimes committed involve a motor vehicle. Deputy Chief Dooley stated the Bensenville Police Department is requesting will enter into a contact with Flock Safety Systems to provide license plate readers to the Bensenville Police Department.

Motion:

Trustee Panicola made a motion to approve the resolution as presented. Trustee Carmona seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
2-2024:**

12. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 2-2024** entitled an **Ordinance Authorizing the Village to Borrow Funds from the IEPA Public Water Supply Loan Program for the Water Supply Pressure Adjusting Station Replacement Project.**

Director of Public Works, Joe Caracci stated the Water Supply Pressure Adjusting Station, located at 130 N. Church Road, includes critical structures required to provide the Village's residents, businesses, and industries with water. Mr. Caracci stated the existing underground Pressure Adjusting Station system and other subgrade structures are in poor condition and in need of replacement at the end of their useful life.

Mr. Caracci stated the Village intends to utilize the IEPA Public Water Supply Loan Program to fund the project. Mr. Caracci stated there are many steps required in securing the loan, one of which is the passage of an Ordinance authorizing the Village to borrow funds from the Program.

Mr. Caracci stated the Village Board previously approved Ordinance O-9-2023 on April 11, 2023 authorizing the Village to borrow funds from the program in the amount of \$7,535,000.

Mr. Caracci stated the Village Board also approved O-60-2023 on December 12, 2023 amending O-9-2023 to change term length, interest rate, and funding mechanism change.

Mr. Caracci stated the current overall cost of the project is estimated at \$8.9 million. Mr. Caracci stated Staff intends to apply for bypass funding with the IEPA in hopes of adding the shortfall to the loan. Mr. Caracci stated if not selected for bypass funding, there is sufficient funding within the TIF12 account to cover the shortfall.

Mr. Caracci stated recent discussions with IEPA have lead to the realistic opportunity of securing bypass funding to increase the loan amount from \$7,535,000 to \$8,895,559 to cover the cost of the unexpected bidding increase.

Mr. Caracci stated in order for the IEPA to consider bypass funding, they need to have confidence that the Village can repay the increased loan amount. Mr. Caracci stated the proposed new Ordinance incorporates all the changes in the amended ordinance as well as modifies the total upper limit loan amount to \$8,895,599.

Mr. Caracci stated if bypass funding ends up not being available, we would only receive the original loan amount which would still be below the approved debt ceiling within this amended ordinance.

Motion:

Trustee Perez made a motion to adopt the ordinance as presented. Trustee Lomax seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Resolution No.
R-4-2024:

13. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-4-2024** entitled a **Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the Church Road – Main Street LAFO Project to BLA, Inc. of Itasca, IL in the Not-to-Exceed Amount of \$155,684.**

Mr. Caracci stated the Village successfully applied for a Surface Transportation Program (STP) grant in the amount of \$607,750, which is 65% of the estimated \$935,000 total cost for construction and construction engineering (\$578,500 for construction / \$29,250 for construction engineering) to resurface Church Road from Grove Ave to IL Route 19 as well as Main Street from Church Road to Green Street, known as the Church Road and Main Street LAFO (Local Agency Functional Overlay) Project. Mr. Caracci stated this project is assigned job number C-91-093-21, Section number 20-00100-00-RS, project number SNR (969). Mr. Caracci stated the Village is responsible for securing construction engineering services prior to final plan submittal to IDOT. Mr. Caracci stated this project is scheduled to be on the March 2024 IDOT Construction Letting.

Mr. Caracci stated the Village is receiving a portion of the STP grant for payment of the construction engineering, which requires the Village to follow a Qualification Based Selection (QBS) process when securing construction engineering services for the project. Mr. Caracci stated the Village advertised a Request for Qualifications (RFQ) on October 20, 2023, with a due date of November 8, 2023, seeking qualified firms to provide professional construction engineering services. Mr. Caracci stated the Village received six (6) proposals which were thoroughly reviewed and evaluated in accordance with Village's QBS Policy and Procedures, in compliance with IDOT and the requirements of 23 CFR 172 and the Brooks Act. Mr. Caracci stated the selection of the proposed project team was based on each firm's technical approach, firm experience, proposed staff capabilities, and firm workload capacity.

Mr. Caracci stated after establishing the top three firms following the RFQ reviews, the Village selected BLA, Inc. of Itasca, IL as the firm to negotiate a scope of services with for this project.

Mr. Caracci stated after negotiations the total construction engineering cost proposal received is in the not-to-exceed amount of \$155,684. Mr. Caracci stated IDOT requires the Village to select and approve an agreement for construction engineering services prior to the construction letting date, which will be in March 2024.

Motion: Trustee Franz made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-5-2024:**

14. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-5-2024** entitled a **Resolution Authorizing Preventative Maintenance Agreement for Edge I & Edge 2 with PremiStar Mechanical Services in the Not-to-Exceed Amount of \$40,000.**

Mr. Caracci stated there are three (3), 6-cylinder compressors at the Edge 2 rink on Jefferson St. Each of the two rinks needs only one compressor per rink to operate unless the temperature outside gets above 90-degrees F. Mr. Caracci stated these compressors operate or run 24x7x365 in order to maintain the 18-degree F temperature of the floor ice rinks. Mr. Caracci stated being mechanical, they require service to ensure they will continue to operate as they should.

Mr. Caracci stated there are two (2) 4-cylinder compressors at the John St ice rink and only one is required to operate to maintain the ice unless the temperature outside gets above 90-degree F. Mr. Caracci stated these compressors operate or run six (6) months out of the year 24x7x182 in order to maintain the 18-degree F temperature of the floor ice rink. Mr. Caracci stated being mechanical, they require service to ensure they will continue to operate as they should.

Mr. Caracci stated there are also three (3) dehumidification systems at Edge II and one (1) dehumidification system at Edge I. Mr. Caracci stated these systems also require preventative maintenance to avoid emergency repairs as we witnessed last year on our dessiccant wheels.

Mr. Caracci stated the Village seeks to continue our relationship with PremiStar Mechanical Services to provide preventative maintenance for these five (5) compressors and four (4) dehumidification systems.

Mr. Caracci stated monthly maintenance responsibilities are outlined within their proposals.

Mr. Caracci stated this is an ongoing mechanical preventative maintenance process to ensure compressor liability. Mr. Caracci stated Staff recommends approval of a Purchase Order in the amount of \$40,000.

Motion: Trustee Lomax made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-6-2024:**

15. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-6-2024** entitled a **Resolution Authorizing a Purchase Order to Allied Painting Contractors for Epoxy Floor Refinish & Coating at the Village Theater in the Not-to-Exceed Amount of \$14,500.**

Mr. Caracci stated the Village is looking to make improvements to the theatre. Mr. Caracci stated planned renovations include exterior (new marque sign, removal of awning, tuckpointing, window replacement, door replacement, etc.) and interior improvements (seating, carpeting, floors, painting, equipment upgrades, and ice cream shoppe updates).

Mr. Caracci stated with the recent purchase of theater seating, staff will be moving forward with the removal of the old seats. Mr. Caracci stated once removed, we plan to contract with a painting contractor to refinish the floor and apply an epoxy-based coating.

Mr. Caracci stated three Proposals were submitted to prepare the floor (grinding, sanding, filling, and cleaning) and provide an epoxy coating application.

Motion: Trustee Panicola made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-7-2024:**

16. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-7-2024** entitled a **Resolution Authorizing to Waive Competitive Bidding and Executing a Purchase Order to Solenis, LLC for Purchase & Delivery of Polymer in the Not-to-Exceed Amount of \$33,000.**

Mr. Caracci stated Polymer is a very large organic molecule used in wastewater treatment process to coagulate suspended solids and produce large curds of solid materials (floc). Mr. Caracci stated it de-waters the sludge so it can be used in a land application. Mr. Caracci stated Polymer is a vital component to the overall success and efficiency of wastewater treatment process. Mr. Caracci stated small amounts of polymer can be used to treat excess storm water flows by coagulating the solids and help them settle out in the excess-flow clarifier.

Mr. Caracci stated the Village staff extensively tests different types of polymers each year. Mr. Caracci stated since 2020, Solenis Company has offered the most cost-effective product. Mr. Caracci stated testing parameters included cake dryness (ideally, we want the driest cake possible because it directly impacts the cost of hauling), percent capture which directly affects how much pass-through sludge recycles into the plant for reprocessing and the amount of dollars per ton of sludge which directly affects the annual expense of polymer.

Mr. Caracci stated based on testing that has been conducted throughout the year the Solenis product is still outperforming the other polymers. Mr. Caracci stated we have tried two different products provided by Polydyne and they are not able to perform at the standards that the Solenis product is performing at.

Mr. Caracci stated the Village has used Solenis polymers since 2020 and expressed desire to continue using their products into 2024. Mr. Caracci stated Solenis has extended their 2023 pricing for 2024.

Minutes of the Village Board Meeting
January 16, 2024 Page 13

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-8-2024:**

17. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-8-2024** entitled a **Resolution Authorizing the Execution of a Two (2) Year Contract for 2024 and 2025 with PVS Minibulk, Inc. for Purchase and Delivery of Sodium Thiosulfate in the Not-to-Exceed amount of \$51,700.**

Mr. Caracci stated sodium thiosulfate (liquid) is used to neutralize chlorine. Mr. Caracci stated Bensenville's WWTP permit limits our daily discharge of residual chlorine to 0.038 parts per million. Mr. Caracci stated chlorine is used to disinfect the effluent. Mr. Caracci stated the disinfection season runs May through October.

Mr. Caracci stated when storm related excess flow discharge occurs the Village must also disinfect, and at the same time use sodium thiosulfate to remove effluent residual chlorine to 0.75 parts per million or less.

Mr. Caracci stated the Village solicited formal bids in 2023 and two were received.

Mr. Caracci stated Staff cannot predict how many storm related excess flow events will occur. Mr. Caracci stated for the bid the staff approximated around **55,000 pounds** of sodium thiosulfate to be purchased.

Mr. Caracci stated this contract offers possibilities for two (2) extensions.

Motion: Trustee Panicola made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-9-2024:**

18. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-9-2024** entitled a **Resolution Authorizing One Year Contract Extension for Sludge Hauling with Stewart Spreading in the Not-to-Exceed Amount of \$180,000.**

Mr. Caracci stated the Village owns and operates a 4.7 million Gallon per Day (MGD) Wastewater Treatment Facility. Mr. Caracci stated proper disposal of sludge (byproduct of the process) is a major operational component. Mr. Caracci stated the Village has two options: land application or landfill disposal. Mr. Caracci stated land application is an environmentally conscious option that hauls the sludge and applies it to local farm fields as fertilizer. Mr. Caracci stated due to its positive environmental impact and cost saving nature versus landfill disposal, it is a preferred option for sludge removal.

Mr. Caracci stated the Village generates approximately 6,000 cubic yards of sludge that needs to be hauled throughout each year. Mr. Caracci stated the Village and Stewart Spreading enacted extension #2 in 2023 for the 2020-2021 Contract. Mr. Caracci stated Staff is looking to enact an additional mutually agreed upon extension for sludge hauling for 2024 at **\$29.82** per cubic yard.

Mr. Caracci stated the outlook for the current condition of the land application services market does **not** look favorable. Mr. Caracci stated the State of Illinois recently enacted a Prevailing Wage requirement for sludge truck drivers that has driven the price up for 2024. Mr. Caracci stated this unfunded mandate was not known during budget preparation. Mr. Caracci stated Staff has determined this to be the best course of action in terms of keeping our costs on par moving into 2024.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-10-2024:**

19. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-10-2024** entitled a **Resolution Authorizing the Execution of a Purchase Order to Hayes Mechanical for the Purchase of Digester Crossover Valves in the Not-to-Exceed amount of \$40,800.**

Mr. Caracci stated the Village maintains and runs its own Wastewater Treatment Plant. Mr. Caracci stated part of that maintenance includes crossover valves located between three digesters. Mr. Caracci stated the valves are located between the aerobic digester #2 and #4, #4 and #3 and #3 and #1. Mr. Caracci stated these valves allow material to move freely between each tank without having to be pumped.

Mr. Caracci stated the valves were installed approximately eight years ago. Mr. Caracci stated due to the orientation of the installation, it is very difficult to operate these valves when needed. Mr. Caracci stated the solution to correct the orientation is by cutting the valve flange off the end of the pipe and use a mega lug fitting to mount the new plug valve. Mr. Caracci stated the mega lug fitting allows the contractor to rotate the valve into a level position before securing it to the pipe. Mr. Caracci stated the contractor will then need to attach the stem extension to the walkway above where staff will be able to operate it with a new hand wheel operator. Mr. Caracci stated the contractor will need to secure the stem extension with a minimum of two stem guides that are attached to the wall. Mr. Caracci stated these allow the fifteen feet of stainless-steel rod to be securely braced while rotating the protected gears below.

Mr. Caracci stated in September 2022 the valve actuator for the Digester #2 crossover valve failed. Mr. Caracci stated this valve was replaced as an emergency in 2023 by a contractor. Mr. Caracci stated as part of the budgetary process staff recommended the three other crossover valves be replaced before emergency repairs were necessary. Mr. Caracci stated the budget was approved for replacement of the remaining three crossover valves. Mr. Caracci stated three competitive proposals were received for the work to be completed in spring/summer of 2024.

Motion: Trustee Lomax made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-11-2024:**

20. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-11-2024** entitled a **Resolution Authorizing the Execution of a Purchase Order to APG Neuros Inc. for the Purchase of a Replacement Variable Frequency Drive (VFD) in the Not-to-Exceed Amount of \$13,200.**

Mr. Caracci stated as part of the 2014 Wastewater Treatment Plant Upgrade, three \$1 million Neuros blowers were installed to provide air to the new aeration basin train at the plant. Mr. Caracci stated these blowers run through VFD (variable frequency drives) in order to ramp power up and down instead of hard starts and stops. Mr. Caracci stated VFDs help extend the life of the equipment they control.

Mr. Caracci stated APG-Neuros recently posted a service bulletin with respect to the VFDs installed on our project. Mr. Caracci stated incidents have occurred in the field where VFDs introduced before December 31, 2014, have failed. Mr. Caracci stated further investigation into these incidents has led us to conclude that those VFDs have exceeded their expected operating hours.

Mr. Caracci stated APG-Neuros has introduced a new generation VFD that suits their customers' requirements and operating conditions. Mr. Caracci stated it includes hardware and VFD programming parameter modifications with complete installation instructions. Mr. Caracci stated it is recommended to preventatively replace existing VFDs in operation prior to December 31, 2014 with a new generation VFD model from APG-Neuros.

Mr. Caracci stated there are three VFDs installed within our plant. Mr. Caracci stated all of these VFD appear to be operating successfully. However, based on the service bulletin and due to very long lead times (26-30 weeks), the Village would like to proactively purchase a replacement VFD to have in stock.

Mr. Caracci stated APG-Neuros is currently offering a 10% discount on the recommended upgraded VFD. Mr. Caracci stated competitive bidding has been waived because APG-Neuros is a sole source OEM provider of the VFD. Mr. Caracci stated the cost of the new drive is \$12,877.36 plus an estimated \$320 shipping charge. Mr. Caracci stated Staff is requesting a purchase order in the amount of \$13,200.

Motion: Trustee Lomax made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-12-2024:**

21. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-12-2024** entitled a **Resolution Authorizing a Purchase Order to Hayes Mechanical for Purchase of Screw Pump Isolation Gates & Seal Replacement in the Not-to-Exceed amount of \$62,175.**

Mr. Caracci stated the Village of Bensenville owns, operates and maintains a Wastewater Treatment Plant, including four influent isolation gate valves for the influent screw pumps. Mr. Caracci stated two pumps were already replaced in 2016 and staff is looking to replace the other two in 2024. Mr. Caracci stated the gates isolate the lower end of the screw pumps so maintenance can be done on the lower bearings and seals.

Mr. Caracci stated three competitive proposals from trusted mechanical contractors have been provided

Mr. Caracci stated based on the evaluation of all three proposals, staff feels confident that Hayes Mechanical is a competent contractor capable of doing this installation.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-13-2024:**

22. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-13-2024** entitled a **Resolution Authorizing a Purchase Order to Univar Solutions for the Purchase of Sodium Hypochlorite in the Not-to-Exceed Cost of \$30,000.**

Mr. Caracci stated as part of the IEPA Permit, the Village is required to disinfect the effluent product from our treatment process prior to it discharging into the Addison Creek Tributary.

Mr. Caracci stated sodium hypochlorite (industrial bleach, 15% available chlorine) is used to disinfect the effluent. Mr. Caracci stated it is fed at doses that reduce bacterial populations to the low level required by the permit. Mr. Caracci stated we have to disinfect the plant effluent six months of the year and must disinfect storm related excess flows when they occur. Mr. Caracci stated the Village uses about 100 gallons to disinfect normal daily flows, and when flows increase the feed rate increases. Mr. Caracci stated when storm related excess flows occur, the feed rate needed to kill bacteria is much higher (double or triple) because these flows receive far less cleansing treatment.

Mr. Caracci stated the purchase of Sodium Hypochlorite is similar to how we purchase fuel. Mr. Caracci stated the Village leases tanks from Univar to store our Sodium Hypochlorite. Mr. Caracci stated Univar maintains the tank, replace it when the time comes, and ensure that it is always adequately filled with bleach for our needs. Mr. Caracci stated the Village then pays the market rate for the product at the time of purchase.

Mr. Caracci stated the current cost of Sodium Hypochlorite is \$2.51 per gallon. Mr. Caracci stated based on our average usage of approximately 11,500 gallons for the year, the total cost expected is \$28,865. Mr. Caracci stated we have budgeted \$30,000 in CY2024, therefore we are requesting the full budget amount be approved at this time.

Minutes of the Village Board Meeting
January 16, 2024 Page 19

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-14-2024:**

23. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-14-2024** entitled a **Resolution Authorizing a Purchase Order to Aerzen USA Corp. for Emergency Exchange & Motor Rebuild of Digester Blower #3 in the Not-to-Exceed Amount of \$25,441.**

Mr. Caracci stated Digester Blower #3 has experienced a critical failure attributed to premature bearing wear. Mr. Caracci stated while the exchange program presents a cost increase of \$4,000.00, it offers the advantage of a certified rebuilt blower compared to the option of local rebuilding. Mr. Caracci stated the exchange option provides a two-year warranty, whereas rebuilding locally comes with a one-year warranty.

Mr. Caracci stated additionally, we seek authorization for the concurrent rebuilding of the motor, as neither the exchange nor the local rebuild covers the motor. Mr. Caracci stated the service report, although limited in details, highlights the recurring issue of the seal walking out, similar to the experiences with the #2 blower in 2022 and the #1 blower in 2023. Mr. Caracci stated notably, Digester Blower #3 was scheduled for a seal replacement in 2024.

Mr. Caracci stated operating at 95% of their designed maximum speed 24/7/365, these blowers have accumulated strenuous working hours. Mr. Caracci stated all preventive maintenance tasks, as well as oil changes, have been diligently performed in accordance with the manufacturer's recommendations.

Mr. Caracci stated Staff is requesting to waive competitive bidding based on manufacturer specific replacement. Mr. Caracci stated this is an engineered piece of equipment specific to this operation. Mr. Caracci stated any deviation will result in additional engineering, mechanical and electrical work.

Motion: Trustee Lomax made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-15-2024:**

24. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-15-2024** entitled a **Resolution Authorizing a Purchase Order to TRI-R Systems Inc. for Emergency Purchase & Installation of a Turbo Blower in the not-to-exceed amount of \$11,800.**

Mr. Caracci stated the Turbo blower #1 started to give us problems Friday, September 22 at 3:30pm when it failed on Motor Under Speed. Mr. Caracci stated the alarm was set, and the blower sat idle until later that evening, when it tried to start again and failed. Mr. Caracci stated the blower stayed in the off position with the failure over the weekend until Monday when we could take a closer look at it. Mr. Caracci stated on Monday it was reset, and it failed again. Mr. Caracci stated Tuesday, we contacted Nueros about the issue and what would be causing the Motor Under Speed. the technician responded; this is an alarm for the VFD overheating. Mr. Caracci stated Staff asked for more direction, and they pointed us to a power supply onboard the turbo blower. Mr. Caracci stated Joe did some troubleshooting and determined it was the 2-amp circuit breaker for the VFD fans that were not turning to cool the VFD. Mr. Caracci stated after lunch at about 1:30pm Joe installed the circuit breaker and proceeded to start Turbo Blower #1. Mr. Caracci stated while ramping up to speed the VFD made a sudden pop noise and the blower stopped running. Mr. Caracci stated the VFD was no longer operational, and the local breaker on the turbo blower was not tripped. Mr. Caracci stated this information is only pertinent because the breaker that arc flashed is the breaker for this piece of equipment.

Mr. Caracci stated September 27, 2023 employee reported what happened with turbo blower #1. Mr. Caracci stated three staff member were present when they heard loud explosion. Mr. Caracci stated Joe Lynaugh proceeded to go look around the corner toward the generator room entry doors and quickly turned around and went for the fire extinguisher on the west wall of the lab.

Mr. Caracci stated Erik & Lisa made their way over that direction to see what was going on and saw the MCC with three panel doors blown open, with one of them being on fire. Mr. Caracci stated Erik quickly called 911 while Lisa and Joe dealt with the electrical fire. Within 10 minutes the fire department was on scene. Mr. Caracci stated by the time the fire department arrived the fire was out. Mr. Caracci stated power was isolated at the main switch for MCC A, which shuts down two screw pumps, two turbo blowers, one of the two bar screens (the other one is waiting for a replacement part), one RAS pump, lift station 14 and other ancillary equipment such as the chemical feed pumps.

Mr. Caracci stated the MCC breaker that arc flashed is the breaker for Turbo Blower #1.

Mr. Caracci stated due to emergency nature of the problem, the staff did not solicit formal Proposals. Mr. Caracci stated TRI-R submitted a proposal that will utilize the Village's existing bucket framework (rebuilt) with all new parts inside, like a new bucket. The proposal lists material and installation. Mr. Caracci stated lead time is long, and this work will hopefully be completed by the end of February. The cost is \$11,800.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-16-2024:**

25. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-16-2024** entitled a **Resolution Approving an Ice Arena License and Facility Use Agreement with the Northern Express Hockey Association.**

Director of Recreation, Sean Flynn stated the Northern Express Hockey Association is a tier 2 youth hockey association that is a member of the Amateur Hockey Association of Illinois and is seeking ice times for the 2024-25 fall/winter and spring hockey seasons.

Mr. Flynn stated the Express have historically skated at the Oakton Ice Arena in Park Ridge but construction of a new arena on the original rink site has them looking at alternative locations to carry them through the 2024-25 season.

Mr. Flynn stated the current agreement for the Chicago Mission girl's hockey program will expire at the end of the 2023-24 season and they will be ultimately relocating to a new facility. Mr. Flynn stated the proposed agreement with the Express Hockey Association will allow staff to maintain current prime-time occupancy rates at the Edge Ice Arenas. Mr. Flynn stated timing for approval of this agreement is important as the Express Hockey Club is also considering alternative locations.

Motion: Trustee Frey made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President DeSimone acknowledge and thanked the Public Works Department who did an excellent job with plowing the Village street this past week; our streets were safe and accessible for Residents and First Responders.

President DeSimone announced a list of warming centers is located on the Village's website.

President DeSimone announced the Senior Center construction at Village Hall has resumed; anticipated completion is Spring.

President DeSimone announced the next Senior Lunch will be held February 2nd at Green Street Grille; doors will open at 10am; please see the Village website for more information.

President DeSimone shared his condolences to Trustee Carmona and her family on the passing on her mother, Marcelina Gomez.

**MANAGERS
REPORT:**

Village Manager, Evan Summers sought direction from the Village Board regarding the property 291 N. Kingery Highway. Mr. Summers shared that the rare parcel has overgrown trees and bushes that are starting to affect the surrounding properties. Mr. Summers stated Village Staff has attempted to contact the property owner to no avail.

Direction from the Village Board was given to Staff to seek proposal to have the property cleaned up and seek restitution from the Property Owner.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Bethany Nystrom, stated she had no Village Attorney Report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:
EXECUTIVE
SESSION:**

There was no new business.

Village Attorney, Bethany Nystrom, stated there was not a need for Executive Session.

ADJOURNMENT:

Trustee Carmona made a motion to adjourn the meeting. Trustee Frey seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:32 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, February 2024





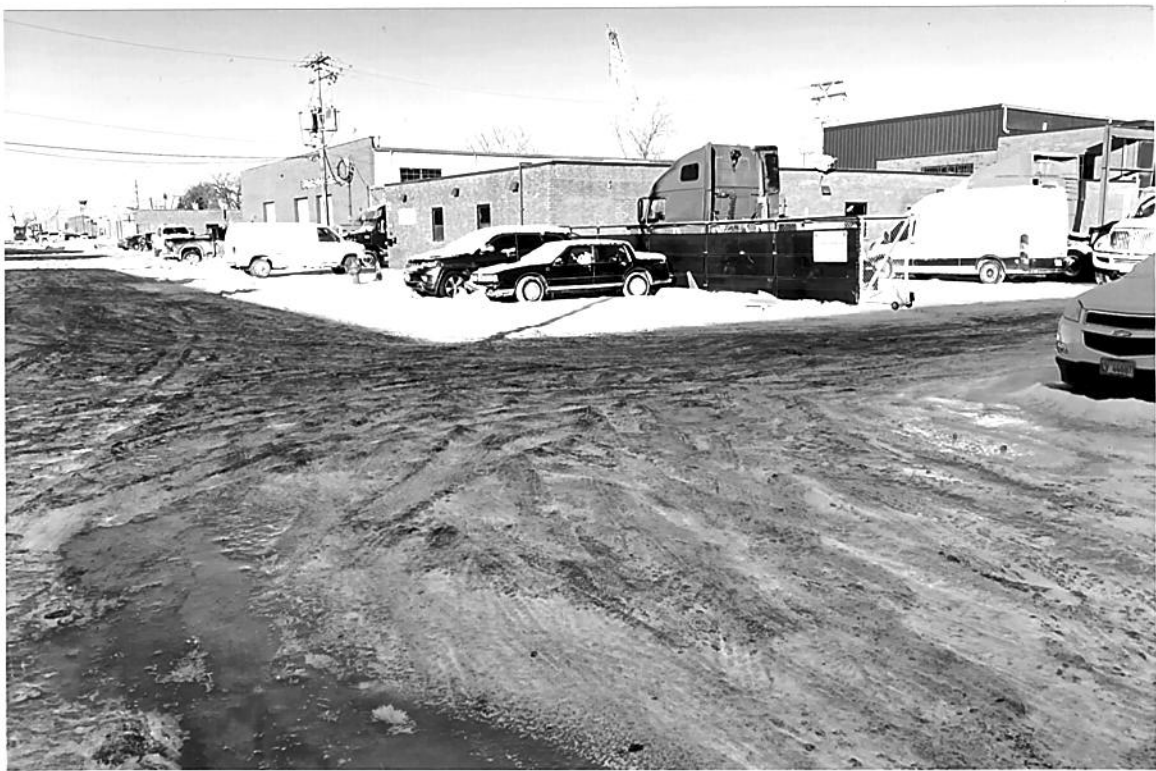


















TYPE:Warrant**SUBMITTED BY:**Jessica Juarez**DEPARTMENT:**Finance**DATE:**2/13/2024**DESCRIPTION:**Warrant - February 13, 2024, 24/2 \$3,290,566.02**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant - February 13, 2024, 24/2 \$3,290,566.02**ATTACHMENTS:****Description****Upload Date****Type**Warrant - February 13, 2024, 24/2 \$3,290,566.022/6/2024Backup Material

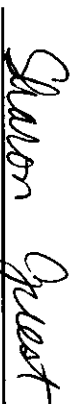
VILLAGE OF BENSENVILLE WARRANT 24/2

FEBRUARY 13, 2024

I hereby certify that the attached warrants are in accord with the current budget as adopted by the Corporate Authorities of the Village of Bensenville, and that sufficient funds are available to promptly pay said warrants, all in accordance with the Village Code and Illinois Statutes.



EVAN K SUMMERS
VILLAGE MANAGER



SHARON GUEST
INTERIM FINANCE DIRECTOR

Approved by the Board of Trustees on February 13, 2024 hereby authorizing the Director of Finance to disburse \$ 3,290,566.02 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7 LAYER SOLUTIONS, INC.									
1093									
10593	MANAGED IT SERVICES	SCHAUMBURG	20240229	03/02/2024	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$12,915.00	0
10593	MANAGED IT SERVICES	SCHAUMBURG	20240229	03/02/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$515.00	0
10593	MANAGED IT SERVICES	SCHAUMBURG	20240229	03/02/2024	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$1,450.00	0
								14,880.00	
A&A EQUIPMENT & SUPPLY CO.									
2691									
133681	SUPPLIES	BENSENVILLE	20233751	12/31/2023	11050440-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$11.95	0
133690	SUPPLIES	BENSENVILLE	20233751	01/03/2024	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$925.00	0
133739	SPLIT ACCTS - SUPPLIES	BENSENVILLE	20240206	02/03/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$81.94	0
133739	SPLIT ACCTS - SUPPLIES	BENSENVILLE	20240206	02/03/2024	11050420-554810	PW	UNIFORMS	\$107.00	0
								1,125.89	
ADVANCE AUTO PARTS									
808									
8751335474456	VEH PARTS	BENSENVILLE	20240195	01/19/2024	11050490-542410	PW	R & M VEHICLES	\$304.59	0
8751335674517	VEH PARTS	BENSENVILLE	20240195	01/21/2024	51050540-542410	PW	R&M VEHICLES	\$21.30	0
8751400840353	INV# 8751400940353 TOW STRAPS	BENSENVILLE	20240064	02/07/2024	11174100-542610	SF	R&M ICE RESURFACER	\$34.99	0
8751400937551	NEW WIPER BLADES-SQUAD #303-	BENSENVILLE	20240106	02/08/2024	11040110-542410	PD	R&M VEHICLES	\$40.18	0
8751402227224	WIPER BLADES-SQ #350-INV #8751-	BENSENVILLE	20240168	02/21/2024	11040110-542410	PD	R&M VEHICLES	\$37.50	0
								438.56	
AFLAC									
980									
459133-DEC 2023	DECEMBER 2023	COLUMBUS	20233712	01/30/2024	11000000-214130	FN	PAYROLL DEDUCTN-AFLAC	\$818.04	9007765
789265	JANUARY	COLUMBUS	20240140	01/31/2024	11000000-214130	FN	PAYROLL DEDUCTN-AFLAC	\$818.04	9007783
								1,636.08	
AFSCME									
3105									
1.19.24	MVP NATIONAL PEOPLE CLUB		20240084	02/18/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$12.60	9007771
1.19.24-2	UNION DUES		20240119	02/18/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$2,031.40	9007779
2.2.24	MVP NATIONAL PEOPLE CLUB		20240246	03/03/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$12.60	9007788
								2,056.60	
AL WARREN OIL CO, INC.									
700									
W1622272	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	02/10/2024	11040110-554110	PW	FUEL/GAS/OIL	\$2,668.82	0
W1622272	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	02/10/2024	11050490-554110	PW	FUEL/GAS/OIL	\$845.51	0
W1622272	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	02/10/2024	11060640-554110	PW	FUEL/GAS/OIL	\$102.32	0
W1622272	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	02/10/2024	51050540-554110	PW	FUEL/GAS/OIL	\$343.03	0

[illegible]

FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ARROW ROAD CONSTRUCTION, CO.									
6938									
38939	UPM COLD MIX	ELK GROVE VIL	20233570	12/30/2023	11050420-542810	PW	R & M PAVEMENT	\$210.80	0
38958	UPM COLD MIX	ELK GROVE VIL	20233570	12/31/2023	11050420-542810	PW	R & M PAVEMENT	\$211.20	0
38963	UPM COLD MIX	ELK GROVE VIL	20233570	01/03/2024	11050420-542810	PW	R & M PAVEMENT	\$364.80	0
39037	UPM COLD MIX	ELK GROVE VIL	20233570	01/11/2024	11050420-542810	PW	R & M PAVEMENT	\$496.00	0
39156	UPM COLD MIX	ELK GROVE VIL	20233717	01/19/2024	11050420-542810	PW	R & M PAVEMENT	\$1,032.00	0
								2,314.80	
ARTHUR J. GALLAGHER RMS, INC.									
12620									
4943941	DESIMONE LIQUOR- RENEWAL PRI	CHICAGO	20240186	01/10/2024	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$100.00	0
								100.00	
ARTISTIC ENGRAVING									
1599									
22440	12 BADGES/4 HOLDERS-INV #22440	COUNTRYSIDE	20233738	02/17/2024	11040340-554810	PD	UNIFORMS - PURCHASE	\$1,865.50	0
								1,865.50	
AUSTIN MEADE FINANCIAL LTD									
2150									
01082024	PROFESSIONAL ACCOUNTING SEF	NAPERVILLE	20233725	02/07/2024	11030110-531310	FN	ACCOUNTING SERVICES	\$2,100.00	0
								2,100.00	
AVI SYSTEMS									
11667									
88930426	AVI - Studio and Control RoomR	KANSAS CITY	20230974	01/30/2024	31080800-594000	AD	CAPITAL OUTLAY-MACHINERY & E	\$6,463.00	0
								6,463.00	
AYRE PRODUCTIONS									
2099									
2412-DOWN	DOWN PAYMENT - AYRE STAGING	ALGONQUIN	20240102	02/21/2024	11070750-577012	SF	MUSIC IN THE PARK	\$9,750.00	0
2413-DOWN	PYMN DOWN PAYMENT - AYRE STAGING	ALGONQUIN	20240102	02/21/2024	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$7,176.00	0
								16,926.00	
B & F CONSTRUCTION CODE SERVICE									
1847									
18715	B & F CONSTRUCTION CODE SERV	ELGIN	20233759	02/08/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$8,537.00	0
								8,537.00	
BASE SOLUTIONS, LLC									
1669									
100152589	WW - BUILDING MAINT.	OAK BROOK	20233701	01/20/2024	11050440-542110	PW	R&M BUILDING	\$48.96	0
								48.96	

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BATTERY SERVICE CORPORATION									
2716									
0105209	LIFT STATION BATTERY BACKUP	BENSENVILLE	20233563	01/10/2024	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$26.32	0
0105662	SCOOTER BATTERY 12V	BENSENVILLE	20233715	01/26/2024	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$76.62	0
0105881	VEH 210	BENSENVILLE	20240207	02/08/2024	11050110-542410	PW	R&M VEHICLES	\$139.95	0
BENSENVILLE ELEMENTARY SCHOOL									
2721									
NOV-DEC 2023	NOV-DEC 2023	BENSENVILLE	20233744	02/21/2024	11020170-572171	FN	NEWSLETTER	\$2,089.95	0
BENSENVILLE PARK DISTRICT									
2728									
14801	FITNESS MEMBERSHIP	BENSENVILLE	20240057	02/08/2024	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$153.00	0
16400	FITNESS MEMBERSHIP	BENSENVILLE	20240156	02/22/2024	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$153.00	0
BEST QUALITY FACILITY SERVICES, L									
1619									
48609	VILLAGE HALL CLEANING	FRANKLIN PAR	20240179	02/19/2024	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$1,725.00	0
48617	CLEANING SERVICE-JAN24-INV #48	FRANKLIN PAR	20240109	02/19/2024	11040110-549980	PD	OTHER CONTRACTUAL SERVICE	\$2,200.00	0
BOND REFUND									
99									
12560-30284	KEELEY CONSTRUCTION INC			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
13228-45767	AES MECHANICAL SERVICES GROI			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13240-203388	PRZEBIERACZ, EDWARD			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13266-210396	TITAN CONTRACTING COMPANY			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
13270-211277	MICELI, VIRGINIA L			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13305-17279	PERMA- SEAL BASEMENT SYSTEM			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13452-41531	DANLEY'S GARAGE WORLD			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13526-302836	DIAZ, FRED			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13597-46033	SOURCE SOLAR LLC			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13601-23250	RICKY CONSTRUCTION			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								1,260.00	
BRIGHT DIRECTIONS									
683									
1,19,24	BRIGHT DIRECTIONS COLLEGE	LINCOLN	20240081	02/18/2024	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAI	\$200.00	9007770
2,2,24	BRIGHT DIRECTIONS COLLEGE	LINCOLN	20240241	03/03/2024	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAI	\$200.00	9007786
								400.00	

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/MANUAL CHECK #
BRISTOL HOSE & FITTINGS, INC.									
7981									
3531802	VEH 255 PART	NORTHLAKE	20233705	12/27/2023	11050420-542410	PW	R & M VEHICLES	\$182.61	0
BUILDERS ASPHALT, LLC									
1668									
132429	MATERIAL	HILLSIDE	20233764	01/04/2024	11050420-542810	PW	R & M PAVEMENT	\$302.28	0
132691	MATERIAL	HILLSIDE	20233764	01/10/2024	11050420-542810	PW	R & M PAVEMENT	\$181.50	0
C&C PEST CONTROL									
1762									
212495	C & C PEST CONTROL	BENSENVILLE	20233756	07/13/2023	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$90.00	0
CARDINAL FENCE & SUPPLY, INC.									
12681									
34322	INVOICE # 34322	BENSENVILLE	20233575	01/15/2024	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$850.00	0
CDS OFFICE TECHNOLOGIES									
684									
INV1591054	1/1/24-1/31/24	SPRINGFIELD	20240276	03/01/2024	11020180-542310	FN	R & M EQUIPMENT	\$1,160.39	0
CED									
401									
1028-126539	STREET SUPPLIES	MINNEAPOLIS	20233544	01/04/2024	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$111.86	0
CENTRAL TREE, LLC									
1459									
11711	R-151-2023 - TUB GRINDING SERVICE	HOFFMAN EST,	20233676	01/06/2024	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$9,890.00	0
CERTIFIED LABORATORIES									
9512									
8527360	SHOP SUPPLIER	CHICAGO	20240216	02/07/2024	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$814.28	0
CHASE MANHATTAN BANK									
12098									
HUNGERGAMES T	MOVIE RENTAL FEES - HUNGER G/	BROOKLYN	20240078	01/28/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0
								250.00	

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CHICAGOLAND POOL MANAGEMENT,									
2155									
24099MIS	ADA CHAIR REPLACEMENT	WOODSTOCK	20233231	02/14/2024	11070760-542310	PW	R&M EQUIPMENT	\$7,645.00	0
7,645.00									
CHRIST PANOS FOODS CORPORATIO									
205									
1169254	INV# 1169254 HOT DOGS/HOT DOG	ITASCA	20233776	12/31/2023	11070790-557810	SF	FOOD ITEMS	\$173.85	0
169254	INV# 169254	ITASCA	20233621	12/31/2023	11070790-557810	SF	FOOD ITEMS	\$173.85	0
347.70									
CINTAS									
13176									
4177284551	VH MAT CLEANING	MAYWOOD	20233760	01/17/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$95.39	0
4180147933	VH MAT CLEANING	MAYWOOD	20240063	02/14/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$139.21	0
4181586611	VH MAT CLEANING	MAYWOOD	20240194	02/28/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$191.48	0
8406615510	MEDICAL CABINET SUPPLIES-INV #	MAYWOOD	20240048	02/04/2024	11040110-542110	PD	R&M BUILDING	\$91.76	0
517.84									
CITRON HYGIENE US, CORP.									
1548									
INV0142691	DEODORIZER SERVICE - PW	BILLERICA	20233783	12/30/2023	11050440-542110	PW	R&M BUILDING	\$35.32	0
INV0177219	FRESHAIRE DEODORIZER SERV/CI	BILLERICA	20240275	03/01/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$52.98	0
88.30									
CIVILTECH ENGINEERING, INC.									
454									
3803-06	R-72-2023 BRYN MAWR & BIRGINAL	ITASCA	20231696	02/08/2024	37980810-536513	PW	ENG SVC - DESIGN	\$61,681.07	0
53501	R-84-2021, CHURCH ROAD MAIN LA	ITASCA	20230390	02/13/2024	31080810-536513	PW	ENG SVC - DESIGN	\$34,163.02	0
95,844.09									
CLARK BAIRD SMITH LLP									
2101									
17731	LEGAL - LABOR ISSUES	ROSEMONT	20233728	01/30/2024	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$541.25	0
541.25									
COLIN GAERLAN (E)									
2002									
UNIFORM1215202	UNIFORM BALANCE - COLIN	PINGREE GROV	20233714	02/15/2024	11050420-554810	PW	UNIFORMS	\$226.80	0
226.80									
COMBINED FLUID PRODUCTS COMPA									
1926									
IN195252	UTILITIES - FILTER	LAKE ZURICH	20233766	05/17/2023	51050540-552520	PW	WATER MAIN PARTS	\$39.16	0
39.16									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
COMCAST									
12216									
0930058421-0124	SERVICE DATES 1/14/24-2/13/24	SOUTHEASTER	20240086	02/06/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$20.98	0
0930408014-0124	COMCAST-0940003318-0124	SOUTHEASTER	20240024	01/22/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$413.85	0
0930408014-0224	COMCAST-0408014-0224	SOUTHEASTER	20240273	02/22/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$413.85	0
0930421918-0124	SERVICE DATES 1/12/24-2/11/24	SOUTHEASTER	20240050	02/18/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$474.90	9007775
0930421918-0124	SERVICE DATES 1/12/24-2/11/24	SOUTHEASTER	20240050	02/18/2024	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$169.95	9007775
0930696588-0124	SERVICE DATES 1/20/24-2/19/24	SOUTHEASTER	20240067	02/18/2024	11070150-577121	FN	TEEN CENTER	\$83.25	9007768
094001924-0224	COMCAST SERVICES FOR 2024	SOUTHEASTER	20240126	02/20/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.62	0
0940002237-0124	COMCAST-0408014-0224	SOUTHEASTER	20240273	02/03/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$246.14	0
0940002237-1223	COMCAST-0940003318-1223	SOUTHEASTER	20233634	01/03/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$241.28	0
0940003318-0124	COMCAST-0940003318-0124	SOUTHEASTER	20240024	01/31/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$151.85	0
0940003318-1223	COMCAST-0940003318-1223	SOUTHEASTER	20233634	12/31/2023	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$151.85	0
934545655-0124	SERVICE DATES 1/1/24-1/31/24	SOUTHEASTER	20240125	01/31/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$1,527.30	0
CN750897	EFFECT TV	SOUTHEASTER	20240281	03/03/2024	11060110-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$1,213.00	9007799
COMMONWEALTH EDISON									
2668									
0573075279-0124	SERVICE DATES 12/28/23-1/29/24	CAROL STREAR	20240245	02/28/2024	11050420-541370	FN	ELECTRICITY	\$470.82	0
CONSTELLATION ENERGY SERVICES									
13016									
3355640000-1223	CONSTELLATION-6561640000-1223	CAROL STREAR	20233731	02/08/2024	11174100-541370	SF	ELECTRICITY	\$4,032.43	0
6561640000-1223	CONSTELLATION-6561640000-1223	CAROL STREAR	20233731	02/08/2024	11174100-541370	SF	ELECTRICITY	\$5,390.82	0
763464-0-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$121.06	0
763464-1-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$68.81	0
763464-10-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$983.68	0
763464-11-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$59.78	0
763464-12-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$58.35	0
763464-13-1223	CONSTELLATION-763464-13-1223	CAROL STREAR	20233730	01/28/2024	11174100-541370	SF	ELECTRICITY	\$26,748.08	0
763464-15-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$839.38	0
763464-16-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$113.55	0
763464-18-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/31/2024	51050560-541370	PW	ELECTRICITY/GAS	\$66.46	0
763464-2-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,372.42	0
763464-20-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$54.24	0
763464-21-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,057.07	0
763464-22-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$341.96	0
763464-23-1223	CONSTELLATION - DECEMBER 202	CAROL STREAR	20233729	01/27/2024	51050570-541370	PW	ELECTRICITY/GAS	\$35,482.14	0
763464-25-1223	CONSTELLATION-763464-13-1223	CAROL STREAR	20233730	01/28/2024	11174100-541370	SF	ELECTRICITY	\$14,468.45	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
763464-26-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	51050550-541370	PW	ELECTRICITY/GAS	\$2,948.49	0
763464-28-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$2,089.70	0
763464-3-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$406.71	0
763464-33-1223	CONSTELLATION-763464-13-1223	CAROL STREAM	20233730	01/28/2024	11070720-541370	SF	ELECTRICITY	\$113.60	0
763464-35-1223	CONSTELLATION-763464-13-1223	CAROL STREAM	20233730	01/28/2024	11070790-541370	SF	ELECTRICITY	\$300.82	0
763464-36-1223	CONSTELLATION-763464-13-1223	CAROL STREAM	20233730	01/28/2024	11070790-541370	SF	ELECTRICITY	\$296.82	0
763464-37-1223	CONSTELLATION-763464-13-1223	CAROL STREAM	20233730	01/28/2024	11070790-541370	SF	ELECTRICITY	\$333.20	0
763464-38-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$30.70	0
763464-39-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	11050420-541370	PW	ELECTRICITY	\$128.04	0
763464-4-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$104.63	0
763464-41-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	11050420-541370	PW	ELECTRICITY	\$64.49	0
763464-42-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	11050420-541370	PW	ELECTRICITY	\$124.22	0
763464-43-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	11050420-541370	PW	ELECTRICITY	\$609.90	0
763464-44-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	11050420-541370	PW	ELECTRICITY	\$94.01	0
763464-45-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	11050420-541370	PW	ELECTRICITY	\$419.92	0
763464-46-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/28/2024	51050560-541370	PW	ELECTRICITY/GAS	\$24.67	0
763464-5-1223	CONSTELLATION-763464-13-1223	CAROL STREAM	20233730	01/28/2024	11070720-541370	SF	ELECTRICITY	\$976.81	0
763464-7-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/27/2024	51050560-541370	PW	ELECTRICITY/GAS	\$88.97	0
763464-8-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/27/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,172.85	0
763464-9-1223	CONSTELLATION - DECEMBER 202	CAROL STREAM	20233729	01/27/2024	51050560-541370	PW	ELECTRICITY/GAS	\$133.56	0
101,720.79									
COOK COUNTY HIGHWAY DEPARTME									
5310									
2023-1	7/1/23 - 9/30/23 GREEN ST/FRANKLI	CHICAGO	20233768	05/03/2023	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,206.67	0
2023-3	7/1/23 - 9/30/23 GREEN ST/FRANKLI	CHICAGO	20233768	11/02/2023	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,206.67	0
2,413.34									
CORE & MAIN LP									
12655									
U078329	HYDRANT SUPPLIES	ST LOUIS	20233719	01/10/2024	51050540-552520	PW	WATER MAIN PARTS	\$57.00	0
U119962	WATER MAIN PARTS	ST LOUIS	20233757	01/19/2024	51050540-552520	PW	WATER MAIN PARTS	\$9,171.00	0
9,228.00									
CUMMINS SALES AND SERVICE									
1584									
F2-38998	ANNUAL PREVENTIVE MAINTENAN	WHITE BEAR L	20240035	02/05/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$6,024.64	0
F2-76734	CREDIT .INV F2-68880	WHITE BEAR L		10/27/2022	51050540-542410	PW	R&M VEHICLES	\$-4,725.32	0
1,299.32									
DAILY HERALD									
7111									
275177	INV# 275177 MONTHLY MOVIE ADS	CAROL STREAM	20233631	01/31/2024	11070790-541145	SF	ADVERTISING	\$339.82	0

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
R2024-001095	RECORDING FEE	WHEATON	20240121	02/07/2024	11050110-541140	FN	LEGAL NOTICES	\$57.00	0
DUPAGE WATER COMMISSION									
5295	SERVICE DATES: 11/30/23-12/31/20;	ELMHURST	20233775	01/30/2024	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$225,792.49	9007792
ENGINEERING ENTERPRISES, INC.									
671	R-51-2023, ARGYLE & TWIN OAKS	SUGAR GROVE	20231120	02/17/2024	51080860-536513	PW	ENG SVC - DESIGN	\$12,523.75	0
79214									
EVERLAST BLACKTOP INC									
2138	R-102-2023 - IL-19 STREETSCAPE P	ELGIN	20232431	02/25/2023	37980810-596000	PW	CAPITAL CONSTRUCTION	\$25,892.22	0
3147									
FACTORY MOTOR PARTS									
394	VEH 240 PARTS	MINNEAPOLIS	20233697	12/27/2023	11050430-542410	PW	R&M VEHICLES	\$219.59	0
50-4924828									
FBI NATIONAL ACADEMY ASSOCIATE:									
1796	2024 ANNUAL MEMBERSHIP DUES-	QUANTICO	20240112	01/31/2024	11040110-521110	PD	MEMBERSHIP DUES	\$125.00	0
70520-2024									
FLOCK SAFETY									
2118	11 LICENSE PLATE READERS-R-3-2	ATLANTA	20240151	02/16/2024	11040110-548110	PD	RENTAL & LEASE-EQUIPMENT	\$32,750.00	0
INV-30439									
FOREST AWARDS & ENGRAVING									
10846	NAME PLATES: KEVIN QUINN (PLA	WOOD DALE	20240185	02/25/2024	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$50.75	0
15104									
FRIENDLY FORD INC									
2165	WHEEL ALIGNMENT ON SQUAD #3	ROSELLE	20233742	02/02/2024	11040110-542410	PD	R&M VEHICLES	\$199.98	0
114803	WHEEL ALIGNMENT ON SQUAD #3	ROSELLE	20233741	02/03/2024	11040110-542410	PD	R&M VEHICLES	\$199.98	0
114850	VEHICLE ALIGNMENT ON SQUAD #	ROSELLE	20233743	02/09/2024	11040110-542410	PD	R&M VEHICLES	\$99.99	0
114904									
499.95									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
FULLIFE SAFETY LLC									
2038									
69713	UTILITIES - PPE	ROSELLE	20240205	02/23/2024	51050540-554810	PW	UNIFORMS	\$515.85	0
GEIB INDUSTRIES, INC.									
2833									
724861-001	FLEET - TOOLS/PARTS	BENSENVILLE	20240208	02/04/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$187.08	0
725743-001	FLEET - TOOLS/PARTS	BENSENVILLE	20240208	02/11/2024	11050420-542410	PW	R & M VEHICLES	\$16.39	0
725894-001	FLEET - TOOLS/PARTS	BENSENVILLE	20240208	02/14/2024	51050540-542410	PW	R&M VEHICLES	\$253.89	0
726406-001	FLEET - TOOLS/PARTS	BENSENVILLE	20240208	02/17/2024	11050430-542410	PW	R&M VEHICLES	\$468.64	0
726674-001	FLEET - TOOLS/PARTS	BENSENVILLE	20240208	02/21/2024	11050440-542110	PW	R&M BUILDING	\$37.38	0
GEM CAR WASH									
1910									
1227	MONTHLY CAR WASH PLAN-INV #1.	BENSENVILLE	20240113	02/15/2024	11040110-542410	PD	R&M VEHICLES	\$306.00	0
GOLD MEDAL-CHICAGO									
9695									
410493	INV# 410493 FOOD ITEMS - THEATE	BENSENVILLE	20240074	02/07/2024	11070790-557810	SF	FOOD ITEMS	\$994.10	0
GONZALES COMPANIES, LLC									
2135									
0018051	R-103-2023 IL-19 STREETSCAPE IM	BELLEVILLE	20232430	02/08/2024	37980810-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$3,371.28	0
GREAT LAKE THEATRE SERVICE, LTD									
319									
DECEMBER 2023	BOOKING FEES - DECEMBER 2023	AURORA	20233721	01/26/2024	11070790-541460	SF	BOOKING FEES	\$250.00	0
GREAT LAKES COCA-COLA DISTRIBU									
7585									
37182875030	CREDIT	CHICAGO		09/27/2023	11070790-557810	FN	FOOD ITEMS	\$-75.00	0
38512612022	CREDIT INVOICE # FOR 3851261202	CHICAGO		11/13/2023	11070790-557810	FN	FOOD ITEMS	\$-75.00	0
393477177024	INV# 39347177024 BEVERAGES - SI	CHICAGO	20240072	02/07/2024	11070790-557810	SF	FOOD ITEMS	\$689.93	0
GREEN STREET GRILLE									
1390									
JAN-2024	SENIORI SENIOR LUNCHEON - JANUARY 20;	BENSENVILLE	20240068	02/04/2024	11070750-577010	SF	SPECIAL FUNCTIONS	\$1,026.00	0
								1,026.00	

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
GROVE MASONRY MAINTENANCE INC									
2144									
3308	R-110-2023 THEATER MASONRY RE	AL SIP	20232719	02/08/2024	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$11,300.00	0
								11,300.00	
HALOGEN SUPPLY									
1575									
00607600	INV# 00607600 WELL FOR TEMP PR	CHICAGO	20240257	02/08/2024	11070760-542310	SF	R&M EQUIPMENT	\$98.40	0
								98.40	
HD SUPPLY WHITE CAP									
679									
50024676711	STREET SUPPLIES	ELK GROVE VIL	20233546	12/29/2023	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$8.79	0
								8.79	
HENDERSON PRODUCTS, INC.									
1038									
391756	VEH 251 PART	HUNTLEY	20240197	02/23/2024	11050420-542410	PW	R & M VEHICLES	\$200.72	0
								200.72	
HERSHEY CREAMERY COMPANY									
13115									
INVE0019810722	INV# INVE0019810722 ICE CREAM -	HARRISBURG	20233720	12/13/2023	11070790-557810	SF	FOOD ITEMS	\$279.80	0
INVE0019939389	INV# INVE0019810722 ICE CREAM -	HARRISBURG	20233720	01/21/2024	11070790-557810	SF	FOOD ITEMS	\$299.00	0
								578.80	
HOME DEPOT CREDIT SERVICES									
7665									
2360771	MULTI DIV - SUPPLIES	LOUISVILLE	20240214	02/14/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$87.13	0
3124425	MULTI DIV - SUPPLIES	LOUISVILLE	20240214	02/03/2024	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$46.10	0
3391619	MULTI DIV - SUPPLIES	LOUISVILLE	20233769	01/14/2024	11050440-542110	PW	R&M BUILDING	\$203.32	0
3391620	MULTI DIV - SUPPLIES	LOUISVILLE	20233769	01/14/2024	11050440-542110	PW	R&M BUILDING	\$97.30	0
5394037	MULTI DIV - SUPPLIES	LOUISVILLE	20240214	02/03/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$25.39	0
613012	MULTI DIV - SUPPLIES	LOUISVILLE	20233769	01/27/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$467.76	0
6620936	MULTI DIV - SUPPLIES	LOUISVILLE	20240214	02/10/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$40.14	0
8411032	MULTI DIV - SUPPLIES	LOUISVILLE	20233769	01/19/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$0.50	0
8411032	MULTI DIV - SUPPLIES	LOUISVILLE	20233769	01/19/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$107.22	0
9010528	MULTI DIV - SUPPLIES	LOUISVILLE	20233769	01/18/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$110.87	0
9525054	MULTI DIV - SUPPLIES	LOUISVILLE	20240214	02/17/2024	11050440-542110	PW	R&M BUILDING	\$148.86	0
								1,334.59	
IAFCI									
1767									
4887124	2024 ANNUAL MEMBERSHIP-STEPP	EL DORADO HIL	20240111	02/14/2024	11040110-521110	PD	MEMBERSHIP DUES	\$105.00	0

Page 13 of 31

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
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ICE SPORTS INDUSTRY										105.00
7664										
73360	INV# 73360 TESTING FEES	DALLAS	20240268	03/02/2024	11174100-521110	SF	MEMBERSHIP DUES	\$126.00	0	
IL. MUNICIPAL RETIREMENT FUND										
2882										
JAN 2024	CONTRIBUTIONS FOR IMRF JAN 20	OAK BROOK	20240158	01/31/2024	11000000-212110	FN	PAYROLL DEDUCTN-IMRF	\$54,291.67	9007784	
								54,291.67		
ILLINOIS COUNTIES RISK MANAGEM										
1931										
S-INV001951	CLAIM DEDUCTIBLE	ST CHARLES	20240189	01/31/2024	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$5,000.00	0	
								5,000.00		
ILLINOIS DEPARTMENT OF REVENUE										
3098										
1.19.24	IL STATE TAX	SPRINGFIELD	20240104	02/18/2024	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$20,097.78	9007776	
2.2.24	IL STATE TAX	SPRINGFIELD	20240263	03/02/2024	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$18,402.20	9007797	
SALES TAX 12-202 SALES TAX DECEMBER-2023								\$-5.00	9007766	
SALES TAX 12-202 SALES TAX DECEMBER-2023								\$286.00	9007766	
								38,780.98		
ILLINOIS ENVIRONMENTAL PROTECTI										
9220										
L17-4739 #16	PRINCIPAL AND INTEREST L17-473	SPRINGFIELD	20240033	03/05/2024	51090920-715100	FN	DEBT SERVICE-PRINCIPAL	\$710,148.73	9007800	
L17-4739 #16	PRINCIPAL AND INTEREST L17-473	SPRINGFIELD	20240033	03/05/2024	51090920-716100	FN	INTEREST EXPENSE	\$192,711.57	9007800	
								902,860.30		
ILLINOIS PHLEBOTOMY SERVICES, LI										
1753										
1921	BLOOD DRAW SERVICES-RE CASE	OSWEGO	20233689	02/03/2024	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$850.00	0	
								850.00		
ILLINOIS PUBLIC WORKS MUTUAL AIF										
848										
2074	MEMBERSHIP II - 1/1/24-12/31/24	ST. CHARLES	20240196	01/10/2024	11050110-521110	PW	MEMBERSHIP DUES	\$250.00	0	
								250.00		
ILLINOIS SECTION AWWA										
3315										
200084721	UTILITIES TRAINING	NAPERVILLE	20233767	12/17/2023	51050110-521110	PW	MEMBERSHIP DUES	\$432.00	0	
								432.00		

Page 14 of 31

INVOICE #	INVOICE DESCRIPTION	REMT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
INTERNATIONAL ASSOCIATION OF AR									
753									
100989	2024 ANNUAL MEMBERSHIP FOR J. BOWIE		20240105	02/14/2024	11040110-542110	PD	R&M BUILDING	\$133.00	0
INTERSTATE BILLING SERVICE, INC.									
909									
3035127709	MULTI VEH - PARTS/MAINTENANCE	DECATUR	20233711	12/30/2023	11050420-542410	PW	R & M VEHICLES	\$36.48	0
3035184314	MULTI VEH - PARTS/MAINTENANCE	DECATUR	20233711	12/30/2023	11050420-542410	PW	R & M VEHICLES	\$350.00	0
305108865	MULTI VEH - PARTS/MAINTENANCE	DECATUR	20233711	12/30/2023	11050420-542410	PW	R & M VEHICLES	\$2,245.80	0
IRON SLEEK INC									
1755									
75013	INV# 75013 OUTDOOR ICE RINK LIN	ITASCA	20240069	11/15/2023	11174100-542310	SF	R&M EQUIPMENT	\$399.00	0
JC LIGHT, LLC									
1289									
03092651	WWTP PAINTING PROJECT	CHICAGO	20233553	01/12/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$9.96	0
03093449	INV# 03093449 PAINT SUPPLIES - T	CHICAGO	20240255	03/01/2024	37980800-591000	SF	CAPITAL OUTLAY-BLDG&STRUCT	\$43.14	0
JOHN NERI CONSTRUCTION CO., INC.									
742									
011124	244 S CENTER - WATER LINE REPL	ADDISON	20240095	02/10/2024	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$9,945.00	0
24996	EMERGENCY WM REPAIR - 359 EVI	ADDISON	20240055	02/08/2024	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$8,397.39	0
JOHNSTON, GARY									
349									
DEC 2023	TRUCK PERMIT SERVICES-DEC23-I	ELBURN	20233732	02/13/2024	11040110-532100	PD	PROFESSIONAL SERVICES	\$237.42	0
NOV 2023	TRUCK PERMIT SERVICES-NOV23-I	ELBURN	20233733	01/07/2024	11040110-532100	PD	PROFESSIONAL SERVICES	\$340.74	0
OCT 2023	TRUCK PERMIT SERVICES-OCT23-I	ELBURN	20233734	12/28/2023	11040110-532100	PD	PROFESSIONAL SERVICES	\$548.64	0
SEPT 2023	TRUCK PERMIT SERVICES-SEP23-I	ELBURN	20233735	12/28/2023	11040110-532100	PD	PROFESSIONAL SERVICES	\$325.44	0
JOHNSTONE SUPPLY									
1110									
S101544097.001	MAINTENANCE ON WWTP	NILES	20240199	02/15/2024	11050440-542110	PW	R&M BUILDING	\$12.76	0
JORSON & CARLSON CO, INC.									
7925									
0715501	INV# 0715501 ICE SCRAPER KNIFE: ELK GROVE VII		20240022	02/02/2024	11174100-542610	SF	R&M ICE RESURFACER	\$77.80	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
0715709	INV# 0715709 NEW BLADE - JEFFEF	ELK GROVE VIL	20240077	02/07/2024	11174100-542610	SF	R&M ICE RESURFACER	\$499.00	0
0715901	INV# 0715902 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240073	02/09/2024	11174100-542610	SF	R&M ICE RESURFACER	\$77.80	0
0715902	INV# 0715902 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240073	02/09/2024	11174100-542610	SF	R&M ICE RESURFACER	\$256.60	0
0716425	INV# 0716425 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240092	02/16/2024	11174100-542610	SF	R&M ICE RESURFACER	\$136.60	0
0716861	INV# 0716861 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240270	02/23/2024	11174100-542610	SF	R&M ICE RESURFACER	\$77.80	0
0717386	INV# 0716861 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240270	03/01/2024	11174100-542610	SF	R&M ICE RESURFACER	\$77.80	0
0717387	INV# 0717387 NEW OLYMPIA BLADE	ELK GROVE VIL	20240269	03/01/2024	11174100-542610	SF	R&M ICE RESURFACER	\$2,115.40	0
JOSEPH CARACCI (E)									
462								3,318.80	
00860004	LUNCH - REIMBURSEMENT	LAGRANGE	20240173	02/18/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$16.14	0
102802493	LUNCH - REIMBURSEMENT	LAGRANGE	20240173	02/18/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$292.21	0
JX ENTERPRISES, INC.									
1560								308.35	
25283577P	VEH 255 REPAIRS	HARTLAND	20240202	02/16/2024	11050420-542410	PW	R & M VEHICLES	\$35.60	0
25283902P	VEH 255 REPAIRS	HARTLAND	20240202	02/18/2024	11050420-542410	PW	R & M VEHICLES	\$108.93	0
2542703S	VEH 255 REPAIRS	HARTLAND	20240202	02/11/2024	11050420-542410	PW	R & M VEHICLES	\$1,087.69	0
KLEIN, THORPE & JENKINS LTD.									
3777								1,232.22	
5063-001	GENERAL MATTERS	WESTMONT	20233745	02/22/2024	11020120-533110	AD	LEGAL SERVICES	\$16.09	0
KSK LANDSCAPING & HANDYMAN CO									
1906								16.09	
1/9 1/12 1/13 - 24	SENIOR SNOW - KSK 3 EVENTS	BENSENVILLE	20240183	02/08/2024	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$3,840.00	0
L A R LAWN & GROUNDS CORP									
1654								3,840.00	
1/9 1/12/ 1/13 - 24	SENIOR SNOW - L.A.R. LAWN 3 EVE	WOOD DALE	20240182	02/08/2024	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$4,200.00	0
LANER MUCHIN, LTD									
11469								4,200.00	
659690	DEC 2023 LEGAL FEES	CHICAGO	20233747	01/31/2024	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$117.50	0
LEN'S ACE HARDWARE, INC.									
1814								117.50	
009323/1	UNIFORM - A.A. & R.T.	ADDISON	20233555	12/31/2023	11050430-554810	PW	UNIFORMS-PURCHASE	\$188.04	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
509325/1	UNIFORM - A.A. & R.T.	ADDISON	20233555	12/31/2023	11050420-554810	PW	UNIFORMS	\$103.47	0
291.51									
LIVING WATERS CONSULTANTS, INC									
1601									
2975A	SILVER CREEK WATERSHED - 10/2	BURR RIDGE	20233749	02/25/2024	11050110-532100	PW	PROFESSIONAL SERVICES	\$286.90	0
286.90									
MAREN RONAN, LTD									
1884									
FEB 2024	LOBBYING SERVICES	WESTERN SPR	20240234	03/02/2024	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,500.00	0
3,500.00									
MARQUARDT & BELMONTE P.C.									
127									
170	LEGAL PROSECUTIONS	WHEATON	20240226	03/02/2024	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$4,200.00	0
4,200.00									
MCMMASTER-CARR									
2917									
18267746	SUPPLIES	CHICAGO	20233752	12/29/2023	51050560-551110	PW	OFFICE SUPPLIES	\$71.21	0
19734160	TURBO BLOWER FILTERS	CHICAGO	20240051	02/01/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$92.72	0
20997127	INV# 20997127 MISC PARTS - NEW	CHICAGO	20240261	02/24/2024	37980800-591000	SF	CAPITAL OUTLAY-BLDG&STRUCT	\$187.64	0
351.57									
MEADE, INC.									
12050									
707122	STREET LIGHT SIGN REPAIR - IL 83	MCCOOK	20233718	01/25/2024	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$2,901.51	0
2,901.51									
MENARDS									
11265									
54842	MULTI DIV. - MISC. SUPPLIES	MELROSE PARI	20233708	01/14/2024	11050440-542110	PW	R&M BUILDING	\$20.86	0
55039	MULTI DIV. - MISC. SUPPLIES	MELROSE PARI	20233708	01/17/2024	11050440-542110	PW	R&M BUILDING	\$6.79	0
55132	MULTI DIV. - MISC. SUPPLIES	MELROSE PARI	20233708	01/18/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$123.66	0
55322	MULTI DIV. - MISC. SUPPLIES	MELROSE PARI	20233708	01/21/2024	11050440-542110	PW	R&M BUILDING	\$88.28	0
55551	MULTI DIV. - MISC. SUPPLIES	MELROSE PARI	20233708	01/26/2024	11050440-542110	PW	R&M BUILDING	\$23.97	0
55952	MULTI DIV - SUPPLIES	MELROSE PARI	20240218	02/02/2024	11050440-542110	PW	R&M BUILDING	\$32.27	0
56497	INV# 56497 MISC PARTS - AQUATIC	MELROSE PARI	20240093	02/10/2024	11070760-542110	SF	R&M BUILDING	\$83.55	0
56527	MULTI DIV - SUPPLIES	MELROSE PARI	20240218	02/10/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$155.37	0
534.75									
MESIROW INSURANCE SERVICES, INC									
1606									
2651220	CYBER SECURITY INSURANCE	PASADENA	20240187	02/21/2024	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$28,805.00	0

Page 17 of 31

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
METRO - GOLDWYN-MAYER STUDIOS								28,805.00	
12679									
T.B.I.T.B WK2	MOVIE RENTAL FEES - THE BOYS I	SEATTLE	20240274	02/25/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$97.07	0
T.B.I.T.B WK1	MOVIE RENTAL FEES - THE BOYS I	SEATTLE	20240274	02/18/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$181.75	0
								278.82	
METROPOLITAN ALLIANCE POLICE									
8009									
1.19.24	POC UNION DUES	BOLINGBROOK	20240085	02/18/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$1,260.00	9007774
								1,260.00	
MID-STATES ORGANIZED CRIME INFO									
2120									
0004014-IN	2024 ANNUAL MEMBERSHIP 1/1/24-	SPRINGFIELD	20240116	02/06/2024	11040110-521110	PD	MEMBERSHIP DUES	\$200.00	0
								200.00	
MIDWEST BIOSOLIDS ASSOICATION, I									
2169									
72	PREPAID MEMBERSHIP DUES WWF	SPRINGFIELD	20233710	12/31/2023	51050570-521110	PW	MEMBERSHIP DUES	\$488.00	0
								488.00	
MILLER INDUSTRIAL, LLC									
6509									
SI-447224	ALL DIV - SUPPLIES	OAK BROOK	20240213	02/15/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$284.89	0
SI-447384	ALL DIV - SUPPLIES	OAK BROOK	20240213	02/16/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$31.37	0
SI-447585	ALL DIV - SUPPLIES	OAK BROOK	20240213	02/17/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$35.11	0
								341.37	
MISC ONE TIME VENDOR									
9									
247 MOHAWK 50/5	SEWER REPLACEMENT PROJ		03/03/2024	51050560-549990	FN	OTHER CONTRACTUAL SERVICES	\$4,975.00	0	
37894	PRINTER REPAIR		02/18/2024	11060640-549990	FN	OTHER CONTRACTUAL SERVICE	\$300.00	0	
R-104-2023	REIMBURSEMENT FOR FACADE GF		03/07/2024	11060110-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$10,000.00	0	
								15,275.00	
MISCELLANEOUS FOR UT									
426									
11922-203104	DIGIANNANTONIO, VINCE		01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0	
12120-44371	STENSTROM CO. LTD.		01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0	
12120-44371-2	STENSTROM CO. LTD.		01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$200.00	0	
12880-200753	WASSINGER, JOHN		01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0	
13004-41239	SELVIN'S LANDSCAPING		01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0	
13078-33712	BRIGGS PAVING		01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0	

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
13174-45722	ELECTRIC WORK FORCE			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13213-24484	CENTRAL STATES AUTOMATIC SPT			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13222-209639	FIRST INDUSTRIAL REALTY TRUST			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13224-40997	LBA RVI COMPANY IX LLC			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13339-17279	PERMA- SEAL BASEMENT SYSTEM			01/29/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
212655002-38740	NATIONAL CORPORATE HOUSING			01/30/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$16.45	0
214275-203632	MARTIN LITA FULCO			01/29/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$91.26	0
235585-208219	WALEGA JR. JOSEPH			01/30/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$80.00	0
237955001-43512	NEWKIRK ELECTRIC ASSOCIATES,			01/26/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$58.97	0
239215001-44119	R&M FREIGHT INC			01/25/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$100.00	0
244495003-27764	CLEVELAND MARBLE MOSAIC CO			01/09/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$84.28	0
244495003-27764	CLEVELAND MARBLE MOSAIC CO			01/16/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$103.55	0
24495003-27764	CLEVELAND MARBLE MOSAIC.CO			01/25/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$12.76	0
24495003-27764	CLEVELAND MARBLE MOSAIC.CO			01/25/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$32.83	0
24495003-27764	CLEVELAND MARBLE MOSAIC.CO			01/25/2024	51000000-121050	FN	REC - H20 OPERATIONS	\$38.69	0
248935002-38180	TWENTY FOUR 7 EXPEDITED INC			01/29/2024	51000000-121050		REC - H20 OPERATIONS	\$100.00	0
MISSIONSQUARE RETIREMENT								2,198.79	
3096									
1.19.24	ROTH	WASHINGTON	20240118	02/18/2024	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$1,847.81	9007778
1.19.24+2	I.C.M.A	WASHINGTON	20240160	02/18/2024	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$15,773.26	9007781
2.2.24	ROTH	WASHINGTON	20240251	03/02/2024	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$1,847.81	9007793
2.2.24+2	I.C.M.A	WASHINGTON	20240262	03/02/2024	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$15,072.09	9007796
MONTANA & WELCH, LLC								34,540.97	
1410									
16461	LEGAL - GENERAL	PALOS HEIGHT	20233772	03/01/2024	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$9,079.50	0
16462	LEGAL- LITAGATION	PALOS HEIGHT	20233782	03/02/2023	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$3,668.92	0
MOTOROLA SOLUTIONS - STARCOM2								12,748.42	
12800									
8069320231204	MONTHLY WAVE APP USE/11 PHOT	CHICAGO	20240127	01/31/2024	11040110-542510	PD	R&M COMMUNICATIONS SYSTEM	\$165.00	0
MUNICIPAL COLLECTION SERVICES, I								165.00	
1211									
025832	INVOICE #025832	PALOS HEIGHT	20233713	01/30/2024	11060640-549990	FN	OTHER CONTRACTUAL SERVICE	\$24.60	0
								24.60	

FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
MUNICIPAL GIS PARTNERS, INC.									
1080									
7166	R-155-2023, GIS-MGP PARTNERS	DES PLAINES	20240141	03/01/2024	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,832.90	0
7166	R-155-2023, GIS-MGP PARTNERS	DES PLAINES	20240141	03/01/2024	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,832.91	0
								7,665.81	
NAPA AUTO PARTS									
11510									
6734-112039	LUBRICANT FOR EQUIP - WWTP	CHICAGO	20233709	01/03/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$471.98	0
								471.98	
NCPERS IL IMRF									
5424									
02-2024	FEB 2024 PREMIUM	JACKSONVILLE	20240165	01/31/2024	11000000-214120	AD	PAYROLL DEDUCTN-LIFE INS	\$112.00	0
								112.00	
NET ASSETS CORPORATION									
1831									
1-202401	NET ASSETS	EUGENE	20240278	03/02/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$2,100.00	0
3-202401	NET ASSETS	EUGENE	20240278	03/02/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,204.00	0
								3,304.00	
NEUCO, INC.									
1069									
7338483	INV# 7338483 INDUCER WHEEL - ET	BOLINGBROOK	20233726	01/07/2024	11174100-542110	SF	R & M BUILDING	\$60.67	0
7366553	PUMP ASSEMBLY EDGE 2 ICE RINK	BOLINGBROOK	20232947	01/17/2024	11174100-542350	PW	R & M COMPRESSOR	\$7,077.63	0
7369932	INV# 7369932 ALTERNATING RELA	BOLINGBROOK	20233777	01/18/2024	11174100-542110	SF	R & M BUILDING	\$98.41	0
								7,236.71	
NEVCO SPORTS, LLC									
11459									
0000256934	RESOLUTION NO. R-126-2023 NEW	GREENVILLE	20233075	02/16/2024	31080800-591000	SF	CAPITAL OUTLAY-BLDG&STRUCT	\$12,948.52	0
								12,948.52	
NICOR									
2673									
05733400005-1223	NICOR-05733400005-1223	CAROL STREAM	20233727	02/07/2024	11070790-541370	SF	ELECTRICITY	\$195.56	0
54863400005-1223	NICOR-05733400005-1223	CAROL STREAM	20233727	02/07/2024	11070790-541370	SF	ELECTRICITY	\$554.65	0
								750.21	
NJ CRIMINAL INTERDICTION, LLC									
2132									
01207	MONTHLY SUBSCRIPTION-1/2/23-1/2	MILLSTONE	20233690	01/20/2024	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$79.42	0
01687	STREET COP TRAINING-MONTHLY	MILLSTONE	20240117	02/20/2024	11040340-554810	PD	UNIFORMS - PURCHASE	\$79.42	0
								158.84	

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
NORTH AMERICAN SAFETY, INC.									
1273									
INV79587	RAIN SUIT - UNIFORM	BELLE PLAINE	20233552	09/16/2023	51050540-554810	PW	UNIFORMS	\$41.99	0
INV83824	PPE - DISPOSABLE GLOVES	BELLE PLAINE	20233699	01/21/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$125.00	0
166.99									
NORTHERN TOOL & EQUIPMENT									
2000									
549702023243233	UTILITIES - SUPPLIES	ATLANTA	20240204	02/05/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$51.98	0
51.98									
NSN EMPLOYER SERVICES, INC.									
12734									
10344	NSN EMPLOYMENT SERVICES	CHICAGO	20240240	02/03/2024	11020130-532100	AD	PROFESSIONAL SERVICES	\$359.29	0
359.29									
OCCUPATIONAL HEALTH CENTERS O									
2171									
1015181722	FACILITIES - OSHA RESPIRATOR TI	LOMBARD	20233750	12/14/2023	11050440-542110	PW	R&M BUILDING	\$292.00	0
292.00									
OLD SECOND BANK									
1338									
1.19.24	FEDERAL TAX	AURORA	20240096	02/18/2024	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$48,362.65	90077777
1.19.24	FEDERAL TAX	AURORA	20240096	02/18/2024	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$36,495.56	90077777
1.19.24	FEDERAL TAX	AURORA	20240096	02/18/2024	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$13,034.08	90077777
2.2.24	FEDERAL TAX	AURORA	20240256	03/03/2024	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$43,231.15	90077988
2.2.24	FEDERAL TAX	AURORA	20240256	03/03/2024	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$33,181.19	90077988
2.2.24	FEDERAL TAX	AURORA	20240256	03/03/2024	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$11,887.30	90077988
186,191.93									
OMEGA PRO SYSTEMS INC									
1860									
6780	INV# 6780 AMMONIA TEST - AQUAT	BENSENVILLE	20240258	02/15/2024	11070760-549990	SF	OTHER CONTRACTUAL SERVICE	\$385.00	0
6810	VH PIPE BURST - REPAIR OF BROK	BENSENVILLE	20240232	02/21/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$3,741.60	0
4,126.60									
O'REILLY AUTO PARTS									
1858									
6076-212454	INV# 6076-212454 HYD FILTER - OL	SPRINGFIELD	20233778	12/20/2023	11174100-542610	SF	R&M ICE RESURFACER	\$10.61	0
6076-212691	MULTI VEH - PARTS	SPRINGFIELD	20233702	12/22/2023	51050540-542410	PW	R&M VEHICLES	\$43.44	0
6076-214990	MULTI VEH - PARTS	SPRINGFIELD	20233702	01/10/2024	11050490-542410	PW	R & M VEHICLES	\$15.98	0
6076-216000	VEH 229 - PARTS	SPRINGFIELD	20233765	01/20/2024	51050540-542410	PW	R&M VEHICLES	\$235.08	0
305.11									

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
PACE SUBURBAN BUS DIVISION OF T									
1667									
631537	R-149-2022 PACE BUS RIDESHARE	ARLINGTON HT	20230114	03/01/2024	11050110-549990	PW	OTHER CONTRACTUAL SERVICE	\$2,421.34	0
PAYLOCITY									
12843									
1.19.24	PAYROLL FEES	ARLINGTON HE	20240088	02/18/2024	11030110-532310	FN	PAYROLL SERVICES	\$1,891.30	9007772
2.2.24	PAYROLL DATES	ARLINGTON HE	20240248	03/03/2024	11030110-532310	FN	PAYROLL SERVICES	\$1,111.84	9007789
PEERLESS NETWORK, INC									
1925									
43481	SERVICE DATES 1/1/24-1/31/24	CHICAGO	20240244	03/02/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$1,948.86	0
PETTY CASH - VH									
6133									
12/1/23-1/16/23	FOOD ITEMS AND MISC ITEM	BENSENVILLE	20240191	12/31/2023	11010010-522110	FN	EXPENSE REIMBURSEMENT	\$100.00	0
12/1/23-1/16/23	FOOD ITEMS AND MISC ITEM	BENSENVILLE	20240191	12/31/2023	11070790-557810	FN	FOOD ITEMS	\$47.74	0
PHYSICIANS IMMEDIATE CARE CHICA									
1845									
4374211	PREEMPLOYMENT SCREENINGS	CAROL STREAM	20240099	02/08/2024	11020130-541210	AD	PHYSICAL EXAMS	\$596.00	0
POLICE RECORDS AND INFORMATION									
1821									
24347	TRAINING-PASSIALIS-INV #24347	CORAL GABLES	20240045	02/04/2024	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$179.00	0
PRECISE DIGITAL PRINTING INC									
1580									
105996	NO PARKING STREET SIGNS	BENSENVILLE	20233554	07/30/2023	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$412.50	0
108603	INV# 105996 NO PARKING SIGNS - I	BENSENVILLE	20233626	11/19/2023	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$44.72	0
108603	INV# 105996 NO PARKING SIGNS - I	BENSENVILLE	20233626	11/19/2023	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$115.28	0
108963	INV# 108963 HOLIDAY MAGIC A-FR	BENSENVILLE	20233736	12/08/2023	11070750-577019	SF	TREE LIGHTING	\$66.00	0
QUADIENT FINANCE USA, INC.									
1783									
POSTAGE 12.22.23 POSTAGE								\$375.00	9007801
LEASING EQUIPMENT								\$618.15	9007802
								\$93.15	

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
RAY O'HERRON CO, INC.									
11033									
2311360	1702	DANVILLE	20233787	01/06/2024	11020190-554810	FN	UNIFORMS-PURCHASE	\$164.00	0
2312876	1702	DANVILLE	20233787	01/14/2024	11020190-554810	FN	UNIFORMS-PURCHASE	\$100.99	0
2317083	Uniform Items	DANVILLE	20240238	02/05/2024	11020190-554810	AD	UNIFORMS-PURCHASE	\$82.00	0
2317454	Uniform Items	DANVILLE	20240238	02/08/2024	11020190-554810	AD	UNIFORMS-PURCHASE	\$100.99	0
2319327	UNIFORMS-REYNOLDS-INV #23193:	DANVILLE	20240171	02/18/2024	11040340-554810	PD	UNIFORMS - PURCHASE	\$149.99	0
								597.97	
RED WING BUSINESS ADVANTAGE AC									
936									
2076921	MULTIPLE EMPLOYEE - UNIFORM	DALLAS	20233547	01/19/2024	11050430-554810	PW	UNIFORMS-PURCHASE	\$203.99	0
2076922	MULTIPLE EMPLOYEE - UNIFORM	DALLAS	20233547	01/19/2024	11050430-554810	PW	UNIFORMS-PURCHASE	\$157.24	0
2076923	MULTIPLE EMPLOYEE - UNIFORM	DALLAS	20233547	01/19/2024	11050430-554810	PW	UNIFORMS-PURCHASE	\$203.99	0
225-1-80772	MULTIPLE EMPLOYEE - UNIFORM	DALLAS	20233547	09/07/2023	11050420-554810	PW	UNIFORMS	\$237.99	0
225-1-80798	MULTIPLE EMPLOYEE - UNIFORM	DALLAS	20233547	09/08/2023	51050570-554810	PW	UNIFORMS	\$263.00	0
225-1-81751	MULTIPLE EMPLOYEE - UNIFORM	DALLAS	20233547	10/19/2023	11050420-554810	PW	UNIFORMS	\$174.24	0
425-1-104832	MULTIPLE EMPLOYEE - UNIFORM	DALLAS	20233547	11/27/2023	11050110-554810	PW	UNIFORMS-PURCHASE	\$157.24	0
								1,397.69	
REPUBLIC SERVICES									
8087									
0551-015857070	SERVICE DATES 1/1/24-1/31/24	LOUISVILLE	20240279	03/01/2024	57020580-579990	FN	DISPOSAL CHARGES	\$92,770.29	0
								92,770.29	
RES PUBLICA GROUP									
1322									
5264	STRATEGIC COMMUNICATIONS	CHICAGO	20240282	03/01/2024	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
								4,000.00	
RESTORE RESTORATION INC									
2174									
MIT-2024-01	VH PIPE BURST - CLEAN UP & DRY	MELROSE PARK	20240236	02/21/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$14,722.15	0
								14,722.15	
RIEDEL SHOES, INC.									
11314									
55034686	INV# 55034686 RENTAL SKATES	RED WING	20233633	01/06/2024	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$1,703.59	0
								1,703.59	
RITEWAY PEST CONTROL, INC.									
1416									
350093	FEBRUARY SERVICE	ELMHURST	20240243	03/02/2024	11050440-549990	FN	OTHER CONTRACTUAL SERVICE	\$175.00	0
370171	RITEWAY PEST CONTROL, INC.	ELMHURST	20233755	11/04/2023	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$215.00	0

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
380001	RITEWAY PEST CONTROL, INC.	ELMHURST	20233755	12/01/2023	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$95.00	0
ROCK VALLEY PUBLISHING, LLC								485.00	
6022									
449651	BROWNGATE SUBDIVISION - AD FC	MACHESNEY P.	20240176	02/18/2024	11050110-541140	PW	LEGAL NOTICES	\$85.50	0
450067	AD INVOICE	MACHESNEY P.	20240211	02/24/2024	11050110-541140	PW	LEGAL NOTICES	\$54.63	0
ROESCH FORD								140.13	
486									
150298	ROESCH FORD INVOICE	BENSENVILLE	20233754	10/12/2023	11060640-542410	CD	R&M VEHICLES	\$85.31	0
151852	VEH 241	BENSENVILLE	20233762	11/26/2023	11050430-542410	PW	R&M VEHICLES	\$180.26	0
RONCO INDUSTRIAL SUPPLY COMPAI								265.57	
58									
6085513-1	PPR TOWELS/BATH TISSUE/TRASH	BENSENVILLE	20240042	02/07/2024	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$515.29	0
RP ADMIN								515.29	
1163									
FEB 2024	FEB 2024 INSURANCE PREMIUMS	DEERFIELD	20240230	03/02/2024	11000000-214110	AD	PAYROLL DEDUCTN-HEALTH INS	\$173,789.77	9007791
FEB 2024	FEB 2024 INSURANCE PREMIUMS	DEERFIELD	20240230	03/02/2024	11000000-214120	AD	PAYROLL DEDUCTN-LIFE INS	\$879.39	9007791
FEB 2024	FEB 2024 INSURANCE PREMIUMS	DEERFIELD	20240230	03/02/2024	11000000-214160	AD	PAYROLL DEDUCTN-DENTAL INS	\$7,890.31	9007791
FEB 2024	FEB 2024 INSURANCE PREMIUMS	DEERFIELD	20240230	03/02/2024	11000000-214170	AD	PAYROLL DEDUCTN-VISION	\$135.60	9007791
RUSSO POWER EQUIPMENT								182,695.07	
8166									
PS120026252	SUPPLIES	SCHILLER PARI	20233770	01/20/2024	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$160.23	0
SP120464688	TOOLS/SUPPLIES	SCHILLER PARI	20233571	01/10/2024	11050430-554810	PW	UNIFORMS-PURCHASE	\$173.98	0
SP120468003	SUPPLIES	SCHILLER PARI	20233771	01/14/2024	11050420-542410	PW	R & M VEHICLES	\$30.37	0
SP120469433	TOOLS/SUPPLIES	SCHILLER PARI	20233571	01/17/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$248.95	0
SP120470802	SUPPLIES	SCHILLER PARI	20233770	03/03/2024	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$71.97	0
SP120497661	REPLACEMENT BLADE	SCHILLER PARI	20240215	02/23/2024	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$191.98	0
SAVECO NORTH AMERICA INC								877.48	
2098									
PART23248-PL	WWTP - GARBAGE BAGS	GURNEE	20233560	12/30/2023	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$785.56	0
SESAC								785.56	
710									

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
10724306	INV# 10724306 2024 MUSIC LICENS	NASHVILLE	20240020	01/31/2024	11174100-521110	SF	MEMBERSHIP DUES	\$581.00	0
SIMPLE SANITATION INC									
2161	INV# 132352 MONTHLY SERVICE - JA	ELMHURST	20240021	01/31/2024	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$250.00	0
132352	INV# 132808 PORTABLE TOILET SEF	ELMHURST	20240260	03/02/2024	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$250.00	0
132808								500.00	
SITEONE LANDSCAPE SUPPLY, LLC									
1225	INV# 137528987-001 ICEWAY ICE M	ROSWELL	20240067	02/08/2024	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$286.65	0
137528987-001								286.65	
SMG SECURITY SYSTEMS, INC.									
4295	INV# 150449 ANNUAL BA INSPECTI	ELK GROVE VIL	20233780	05/12/2023	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$252.72	0
150449	INV# 150449 ANNUAL BA INSPECTI	ELK GROVE VIL	20233780	05/12/2023	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$252.72	0
150450								505.44	
SONY PICTURES ENTERTAINMENT									
6524	ANYONE BUT YOU MOVIE RENTAL FEES - ANYONE BL	DALLAS	20240265	02/18/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$125.00	0
ANYONE BUT YOU MOVIE RENTAL FEES - ANYONE BL		DALLAS	20240265	02/25/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$24.29	0
NAPOLEAN WK1	MOVIE RENTAL FEES - NAPOLEAN	DALLAS	20233629	01/14/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$100.00	0
NAPOLEAN WK2	MOVIE RENTAL FEES - NAPOLEAN	DALLAS	20233629	01/21/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$177.84	0
								427.13	
SOUTH SIDE CONTROL SUPPLY, CO.									
3003	INV# S100905841.001 INTERMITTEN	CHICAGO	20233724	01/06/2024	11070760-542310	SF	R&M EQUIPMENT	\$198.92	0
S100905841.001								198.92	
STAPLES CONTRACT & COMMERCIAL									
9227	INV# 3555900684 GARBAGE BAGS -	FRAMINGHAM	20233632	01/29/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$175.55	0
3555900684	INV# 3555900684 GARBAGE BAGS -	FRAMINGHAM	20233632	01/29/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$95.16	0
3555900686	OFFICE SUPPLIES	FRAMINGHAM	20233786	01/29/2024	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$222.75	0
3555900700	ADMIN OFFICE SUPPLIES - PW	FRAMINGHAM	20233706	01/29/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$295.42	0
3555900722	ADMIN OFFICE SUPPLIES - PW	FRAMINGHAM	20233706	01/29/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$55.95	0
3555900723	ADMIN OFFICE SUPPLIES - PW	FRAMINGHAM	20233706	01/29/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$84.60	0
3555900725	ADMIN OFFICE SUPPLIES - PW	FRAMINGHAM	20233706	01/02/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$35.22	0
3555900726	ADMIN OFFICE SUPPLIES - PW	FRAMINGHAM	20233706	01/29/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$46.52	0
3558962804	Office Supplies	FRAMINGHAM	20240237	03/04/2024	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$118.29	0

FOR CHECKS DATED: 7/13/2024									
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
3558962863	SUPPLIES	FRAMINGHAM	20240049	02/10/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$188.94	0
3558962863	SUPPLIES	FRAMINGHAM	20240049	02/10/2024	11070790-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$87.94	0
								1,406.34	
STATE DISBURSEMENT UNIT									
13020									
1.19.24	CHILD SUPPORT	CAROL STREAR	20240089	02/18/2024	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$435.69	9007769
2.2.24	CHILD SUPPORT	CAROL STREAR	20240249	03/03/2024	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$435.69	9007790
								871.38	
STEWART SPREADING, INC.									
921									
3657	R-12-2023 - SLUDGE HAULING	SHERIDAN	20230200	02/09/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$26,634.26	0
								26,634.26	
SUBURBAN LABORATORIES INC.									
3008									
221096	R-115-21 WW SAMPLING & ANALYS	GENEVA	20230419	01/26/2024	51050577-543510	PW	LABORATORY TESTING	\$3,222.00	0
221241	LAB TESTING - COLIFORM - APPRC	GENEVA	20230420	01/28/2024	51050550-543510	PW	LABORATORY TESTING	\$528.00	0
221482	R-115-21 WW SAMPLING & ANALYS	GENEVA	20230419	01/30/2024	51050570-543510	PW	LABORATORY TESTING	\$52.00	0
221501	R-115-21 WW SAMPLING & ANALYS	GENEVA	20230419	02/02/2024	51050570-543510	PW	LABORATORY TESTING	\$52.00	0
221546	R-115-21 WW SAMPLING & ANALYS	GENEVA	20230419	01/30/2024	51050570-543510	PW	LABORATORY TESTING	\$52.00	0
221644	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/08/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
221644	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/08/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
221688	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/11/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
221688	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/11/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
221718	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/15/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
221718	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/15/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
221787	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/17/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
221787	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/17/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
221831	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/21/2024	51050570-543510	PW	LABORATORY TESTING	\$107.99	0
221831	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/21/2024	51050577-543510	PW	LABORATORY TESTING	\$203.01	0
221831	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/21/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
221844	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/21/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
221844	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/21/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
221883	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/23/2024	51050570-543510	PW	LABORATORY TESTING	\$34.96	0
221883	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/23/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
								4,538.36	
TEAM SPORT PRO LTD									
1033									
5-5482	INV# 5-5482 WATER REMOVAL HOS	GLENVIEW	20233623	01/17/2024	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATION	\$506.00	0
5-5483	INV# 5-5482 WATER REMOVAL HOS	GLENVIEW	20233623	01/19/2024	11070720-542310	SF	R & M EQUIPMENT	\$1,009.85	0
								1,515.85	

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
TERRACE SUPPLY COMPANY									
3012									
001055372	2023 CYLINDER RENTAL- ALL DIVI	ITASCA	20230170	01/30/2024	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$26.32	0
001055372	2023 CYLINDER RENTAL- ALL DIVI	ITASCA	20230170	01/30/2024	11050490-548110	PW	RENTAL & LEASE-EQUIPMENT	\$23.93	0
001055372	2023 CYLINDER RENTAL- ALL DIVI	ITASCA	20230170	01/30/2024	51050560-548110	PW	RENTAL & LEASE PURCHASE	\$26.32	0
								76.57	
THE BANK OF NEW YORK MELLON									
9765									
2014B-12152023	MANDATORY SINKING FUND PAYM	DALLAS	20233512	01/14/2024	41000000-111020	AD	BNY MELLON -2014B SINKING FUN	\$325,000.00	9007785
252-2598417	CALCULATION AGENT FEE	DALLAS	20233538	01/13/2024	41090920-717100	FN	FISCAL AGENT'S FEES	\$1,800.00	0
								326,800.00	
THE BLUE LINE									
11386									
46011	POLICE RECRUITMENT	LIBERTYVILLE	20240280	02/25/2024	11010070-541145	AD	ADVERTISING	\$546.00	0
								546.00	
THE CINCINNATI LIFE INSURANCE CO									
1637									
FEBRUARY 2024	FEBRUARY PREMIUM 2024	CINCINNATI	20240188	02/21/2024	11000000-214140	FN	PAYROLL DEDUCTN CIN LIFE	\$932.02	0
								932.02	
THIRD MILLENNIUM ASSOCIATES, INC									
525									
31002	UTILITY BILL RENDERING	WARRENVILLE	20240283	03/07/2024	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,129.59	0
								1,129.59	
THOMAS HERRERA LANDSCAPING									
1554									
1/9 1/12 1/13 -24	SENIOR SNOW - THOMAS 3 EVENT	NORTHLAKE	20240178	02/08/2024	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$3,540.00	0
								3,540.00	
THOMAS INTERIOR SYSTEMS, INC									
963									
2305101P	R-77-2023 SENIOR CENTER FURNIT	BLOOMINGDAL	20240138	02/09/2024	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$39,231.49	0
								39,231.49	
THOMPSON ELEVATOR									
3981									
24-0231	THOMPSON ELEVATOR	MT PROSPECT	20240210	03/01/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$100.00	0
								100.00	
THOMPSON SAFETY LLC									
2048									
CH1000013391	FIRST AID REFILL	DALLAS	20240100	02/15/2024	11020130-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$134.98	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
THORPE, THOMAS (E)									
1881								134.98	
164369	CERT. ARBORIST - TOM THORPE R	ELK GROVE	20233558	01/10/2024	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	\$120.00	0
TK ELEVATOR									
11047								120.00	
3007554609	INV# 3007554609 ANNUAL MAINTEN	ATLANTA	20240080	01/31/2024	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$954.44	0
3007555145	INV# 3007554609 ANNUAL MAINTEN	ATLANTA	20240080	01/31/2023	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$1,017.92	0
T-MOBILE									
10053								1,972.36	
9329246379	GPS LOCATE/CASE #2018-7054-INV	CINCINNATI	20240122	09/28/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$306.00	0
964388480-0124	R-153-2023 - GPS TRACKING	CINCINNATI	20240167	02/18/2024	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,128.54	0
986411780-0124	SERVICE DATES 12/21/23-1/20/24	CINCINNATI	20240192	02/21/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$41.20	0
993457994-1223	WIRELESS ROUTER @ CHURCH RT	CINCINNATI	20233707	12/27/2023	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	\$65.60	0
TOSCAS LAW GROUP LLC									
1649								1,541.34	
01112024	ADMIN HEARING MUNI AND BUILDI	PALOS HEIGHT	20240097	02/11/2024	11040110-533100	AD	LEGAL SERVICES	\$550.00	0
01112024-TOW	ADMIN HEARINGS TOW/SEIZURE V	PALOS HEIGHT	20240098	02/10/2024	11040110-533100	AD	LEGAL SERVICES	\$650.00	0
011224-011924	ADMIN HEARINGS BY MAIL	PALOS HEIGHT	20240181	02/21/2024	11040110-549990	AD	OTHER CONTRACTUAL SERVICE	\$320.00	0
01192024	ADMIN HEARING - PARKING & ORD	PALOS HEIGHT	20240180	02/18/2024	11040110-533100	AD	LEGAL SERVICES	\$600.00	0
1.26.24-2.2.24	HEARINGS BY MAIL	PALOS HEIGHT	20240277	03/06/2024	11040110-549990	AD	OTHER CONTRACTUAL SERVICE	\$320.00	0
TREASURY DIRECT									
11906								2,440.00	
1.19.24	SAVINGS BONDS		20240124	02/18/2024	11000000-213400	FN	PAYROLL DEDUCTN-SAVINGS BO	\$25.00	9007780
2.2.24	SAVINGS BONDS		20240253	03/02/2024	11000000-213400	FN	PAYROLL DEDUCTN-SAVINGS BO	\$25.00	9007794
TRIA ARCHITECTURE INC									
1862								50.00	
4880	R-64-2023 - SENIOR CENTER OVER	BURR RIDGE	20231296	02/08/2024	31080800-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$7,813.44	0
4923	PRE DESIGN - THEATRE SEATING f	BURR RIDGE	20233784	02/25/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTU	\$1,250.00	0
TYRONE BROOKS (E)									
2122								9,063.44	
CDL RENEWAL 20: CDL REIMBURSEMENT - TYE B.		BENSENVILLE	20233561	01/19/2024	51050110-521510	PW	EDUC/SEMRs/MTGS/TRNG	\$65.00	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								65.00	
U.S. UPFITTERS / INLAD									
1483									
103728	VEH 227-228 SUPPLIES	LOMBARD	20233700	01/18/2024	51050540-542410	PW	R&M VEHICLES	\$2,318.56	0
103856	VEH 227-228 SUPPLIES	LOMBARD	20233700	01/21/2024	51050540-542410	PW	R&M VEHICLES	\$18.84	0
UMB BANK, F/B/O PLANMEMBER									
1346									
1.19.24	PLAN MEMBER	SHAWNEE MIS	20240083	02/18/2024	11000000-213600	FN	PAYROLL DEDUCTN- PLAN MEMB	\$598.86	9007773
2.2.24	PLAN MEMBER	SHAWNEE MIS	20240242	03/03/2024	11000000-213600	FN	PAYROLL DEDUCTN- PLAN MEMB	\$598.86	9007787
UNITED REFRIGERATION, INC.									
1342									
93822162-00	INV# 93822162-00 SMALL MOTOR S	DALLAS	20233625	01/03/2024	11070760-542310	SF	R&M EQUIPMENT	\$5.21	0
5.21									
UNIVAR USA INC									
1178									
51592699	CHEMICALS	CHICAGO	20233053	11/29/2023	51050570-554120	PW	CHEMICALS	\$5,647.50	181332
5,647.50									
UNIVERSAL FILM EXCHANGES									
7128									
MIGRATION RENT.	MOVIE RENTAL FEES - MIGRATION	DALLAS	20240076	02/04/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$203.14	0
MIGRATION WK2	MOVIE RENTAL FEES - MIGRATION	DALLAS	20240267	02/11/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$84.90	0
288.04									
US PLUMBING & HEATING SUPPLY CO									
995									
74848E	UTILITIES SUPPLIES	ELK GROVE VIL	20233698	01/26/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$97.58	0
78422E	INV# 74822E ZOELLER FLOAT SWIT	ELK GROVE VIL	20240091	02/02/2024	11174100-542110	SF	R & M BUILDING	\$201.00	0
298.58									
USABLUEBOOK									
6491									
INV00028542	WWTP - TEST	GURNEE	20233753	07/01/2023	51050550-554510	PW	SMALL TOOLS & EQUIPMENT	\$619.19	0
INV002224246	PPE/SUPPLIES - MULTI DIV.	GURNEE	20233704	01/17/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$216.74	0
INV002224353	PPE/SUPPLIES - MULTI DIV.	GURNEE	20233704	01/17/2024	51050570-554120	PW	CHEMICALS	\$888.78	0
INV002225496	PPE/SUPPLIES - MULTI DIV.	GURNEE	20233704	01/18/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$106.50	0
INV00230966	PPE/SUPPLIES - MULTI DIV.	GURNEE	20233704	01/26/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$61.95	0
INV00231094	PPE/SUPPLIES - MULTI DIV.	GURNEE	20233704	01/26/2024	51050550-543510	PW	LABORATORY TESTING	\$233.86	0
INV00231094	PPE/SUPPLIES - MULTI DIV.	GURNEE	20233704	01/26/2024	51050540-554810	PW	UNIFORMS	\$233.87	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
INV00236179	MIDGE FLY CONTROL	GURNEE	20240212	02/03/2024	51050570-554120	PW	CHEMICALS	\$889.56	0
3,250.45									
VENTRONICS, INC									
1639									
12799	PROGRAM RADIO-SQUAD #323-INV	HANOVER PAR	20240110	02/14/2024	11040110-542410	PD	R&M VEHICLES	\$30.00	0
30.00									
VERIZON WIRELESS									
11240									
442003865-00001-C	SERVICE DATES 12/24/23-1/23/24	LEHIGH VALLE	20240272	02/22/2024	11020150-541315	FN	CELL PHONE SERVICE & EQUIPME	\$3,479.49	0
442003865-00002-C	SERVICE DATES 12/24/24-1/23/24	LEHIGH VALLE	20240193	02/22/2024	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$246.35	0
442003865-00003-C	SERVICE DATES 12/24/23-1/23/24	LEHIGH VALLE	20240247	03/02/2024	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$196.25	0
585520014-00001-C	SERVICE DATES 12/20/23-01/19/24	LEHIGH VALLE	20240252	01/19/2024	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$653.30	0
4,575.39									
VILLAGE OF ADDISON									
4323									
2024-00050050	DISPATCH SERVICES-1/1-4/30/24-IN	ADDISON	20240163	02/10/2024	11040380-571010	PD	INTERGOVT PROG/CONTRIB.	\$116,526.73	0
2024-00050050-23	DISPATCH SERVICE-MAY-DEC 2023	ADDISON	20233746	02/10/2024	11040380-571010	PD	INTERGOVT PROG/CONTRIB.	\$233,053.45	0
2024-00050051	DISPATCH SERVICES-MAY-JUNE 2024	ADDISON	20240162	02/10/2024	11040380-571010	PD	INTERGOVT PROG/CONTRIB.	\$61,759.17	0
411,339.35									
VILLAGE OF BENSENVILLE									
3100									
1.19.24	POLICE PENSION		20240161	02/18/2024	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIOI	\$15,234.60	9007782
2.2.24	POLICE PENSION		20240264	03/02/2024	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIOI	\$13,723.46	9007795
28,958.06									
VILLAGE OF ITASCA									
2060									
INV00764	CPKC COALITION-	ITASCA	20233785	02/21/2024	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$8,959.19	0
8,959.19									
WALT DISNEY STUDIOS MOTION PICT									
7086									
WISH WK2	MOVIE RENTAL FEES - WISH WK 2	DALLAS	20233630	01/21/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$184.63	0
184.63									
WAREHOUSE DIRECT, INC.									
1077									
5610790-0	INV# 5625889-0 HANDWASH - JEFFI	DES PLAINES	20233624	12/13/2023	11070790-542112	SF	R & M BUILDING-CLEANING	\$81.45	0
5610790-1	INV# 5625889-0 HANDWASH - JEFFI	DES PLAINES	20233624	01/10/2024	11070790-542112	SF	R & M BUILDING-CLEANING	\$76.14	0
5622757-0	OFFICE SUPPLIES	DES PLAINES	20233549	12/31/2023	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$50.73	0
5625889-0	INV# 5625889-0 HANDWASH - JEFFI	DES PLAINES	20233624	01/05/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$312.24	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 2/13/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ZIEBELL WATER SERVICE									
3045									
264420-000	HYDRANT PARTS	ADDISON	20233716	01/28/2024	51050540-552520	PW	WATER MAIN PARTS	\$1,551.68	0
264421-000	HYDRANT PARTS	ADDISON	20233716	01/28/2024	51050540-552520	PW	WATER MAIN PARTS	\$1,781.43	0
264422-000	HYDRANT PARTS	ADDISON	20233716	01/28/2024	51050540-552520	PW	WATER MAIN PARTS	\$862.32	0
264423-000	HYDRANT PARTS	ADDISON	20233716	01/28/2024	51050540-552520	PW	WATER MAIN PARTS	\$1,245.60	0
264424-000	HYDRANT PARTS	ADDISON	20233716	01/28/2024	51050540-552520	PW	WATER MAIN PARTS	\$1,406.49	0
								6,847.52	

CHECK TOTAL:	1,292,237.84
WIRE/MANUAL TOTAL:	1,998,328.18
EXPENDITURE TOTAL:	3,290,566.02

TYPE:Resolution**SUBMITTED BY:**Jeff Maczko**DEPARTMENT:**Public Works**DATE:**February 13, 2024**DESCRIPTION:**

Resolution Authorizing the Execution of a Joint Funding Agreement for Construction with the Illinois Department of Transportation (IDOT) for Grant Funding and Authorizing the Appropriation of Required Local Matching and Non-Participating Funds Associated with the Main Street and Church Road Resurfacing and Sidewalk Construction Project

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village successfully applied for a Surface Transportation Program (STP) grant in the amount of \$607,750 (\$578,500 for construction and \$29,250 for construction engineering) to resurface Church Rd (Grove Ave to IL-19) as well as Main St (Church Rd to Green St). The project scope also includes filling in the sidewalk gap along east side of Church Rd between Grove Ave and Green St. Other items of work will include spot C&G repairs, spot sidewalk repairs, ADA ramps, pavement striping as well as landscape restoration.

KEY ISSUES:

As part of the project implementation process, the Village needs to execute a Joint Funding Agreement for Construction with IDOT. IDOT will be the lead agency running the project on behalf of FHWA. This agreement establishes the division of project costs that will be paid for either by federal funds, state funds or by local community dollars. It also establishes the reimbursement method which will include IDOT managing the project and submitting reimbursement requests from the Village for our local share in normal pay estimate installments. The current estimated project cost for construction and construction engineering is \$1,174,402. The division of costs shown on the Joint Funding Agreement are based on these estimated construction and construction engineering costs. A total of \$607,750 is being paid for by the STP Grant. This resolution appropriates the required local match and non-participating funds associated with this project, which is currently estimated at \$566,652.

Board approval is sought to allow the Village President to execute the required documents so that we can keep on schedule for the March 2024 IDOT letting date. Construction is anticipated in Spring/Summer of 2024.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of a Joint Funding Agreement for Construction with the Illinois Department of Transportation (IDOT) for Grant Funding and Authorizing the Appropriation of Required Local Matching and Non-Participating Funds Associated with the Main Street and Church Road Resurfacing and Sidewalk Construction Project.

BUDGET IMPACT:

In FY-2024, This project has been budgeted in the CIP Fund for the local match and non-participating costs for the construction (account #31080810-596000) and construction engineering (account #31080810-536515) for this project. The Village will be billed as construction progresses for actual construction costs (bid prices).

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Joint Funding Agreement for Construction with the Illinois Department of Transportation (IDOT) for Grant Funding and Authorizing the Appropriation of Required Local Matching and Non-Participating Funds Associated with the Main Street and Church Road Resurfacing and Sidewalk Construction Project.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	1/25/2024	Resolution Letter
Location Map	1/25/2024	Backup Material
Joint Funding Agreement	1/25/2024	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A JOINT FUNDING AGREEMENT
FOR CONSTRUCTION WORK WITH THE ILLINOIS DEPARTMENT OF
TRANSPORTATION (IDOT) FOR GRANT FUNDING AND AUTHORIZING
THE APPROPRIATION OF REQUIRED LOCAL MATCHING AND NON-
PARTICIPATING FUNDS ASSOCIATED WITH THE MAIN STREET AND
CHURCH ROAD RESURFACING AND SIDEWALK CONSTRUCTION
PROJECT**

WHEREAS the Village of Bensenville is proposing improvements to Main Street (FAU 3001) from York Road to Church Road and Church Road (FAU 2667) from IL Route 19 (Irving Park Road) to Grove Avenue; and

WHEREAS the scope of improvements includes resurfacing Church Road from Grove Avenue to IL Route 19 (Irving Park Road), resurfacing Main Street from Church Road to York Road, and sidewalk construction along the east side of Church Road from Grove Avenue to Green Street; and

WHEREAS this project is assigned Job number C-91-093-21, Section number 20-00100-00-RS, Project number is SNR(969); and

WHEREAS the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT) and signee; and

WHEREAS the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS the local agency must appropriate the required local match and non-participating funds associated with this project; and

WHEREAS the improvement requires local match and non-participating funds which are estimated to be \$566,652; and

WHEREAS the Joint Funding Agreement has been included as an attachment to this Resolution.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes to execute the Joint Funding Agreement with the Illinois Department of Transportation for grant funding and authorizes the resolution appropriating the required local match and non-participating funds in the amount of \$566,652 associated with the Main Street and Church Road Resurfacing and Sidewalk Construction Project.

SECTION THREE: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This resolution will become addenda 3 of the AGREEMENT.

SECTION FIVE: This Village Clerk is directed to transmit 5 (five) copies of the AGREEMENT and Resolution to IDOT District No. 1 Bureau of Local Roads and Streets.

SECTION SIX: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 13, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

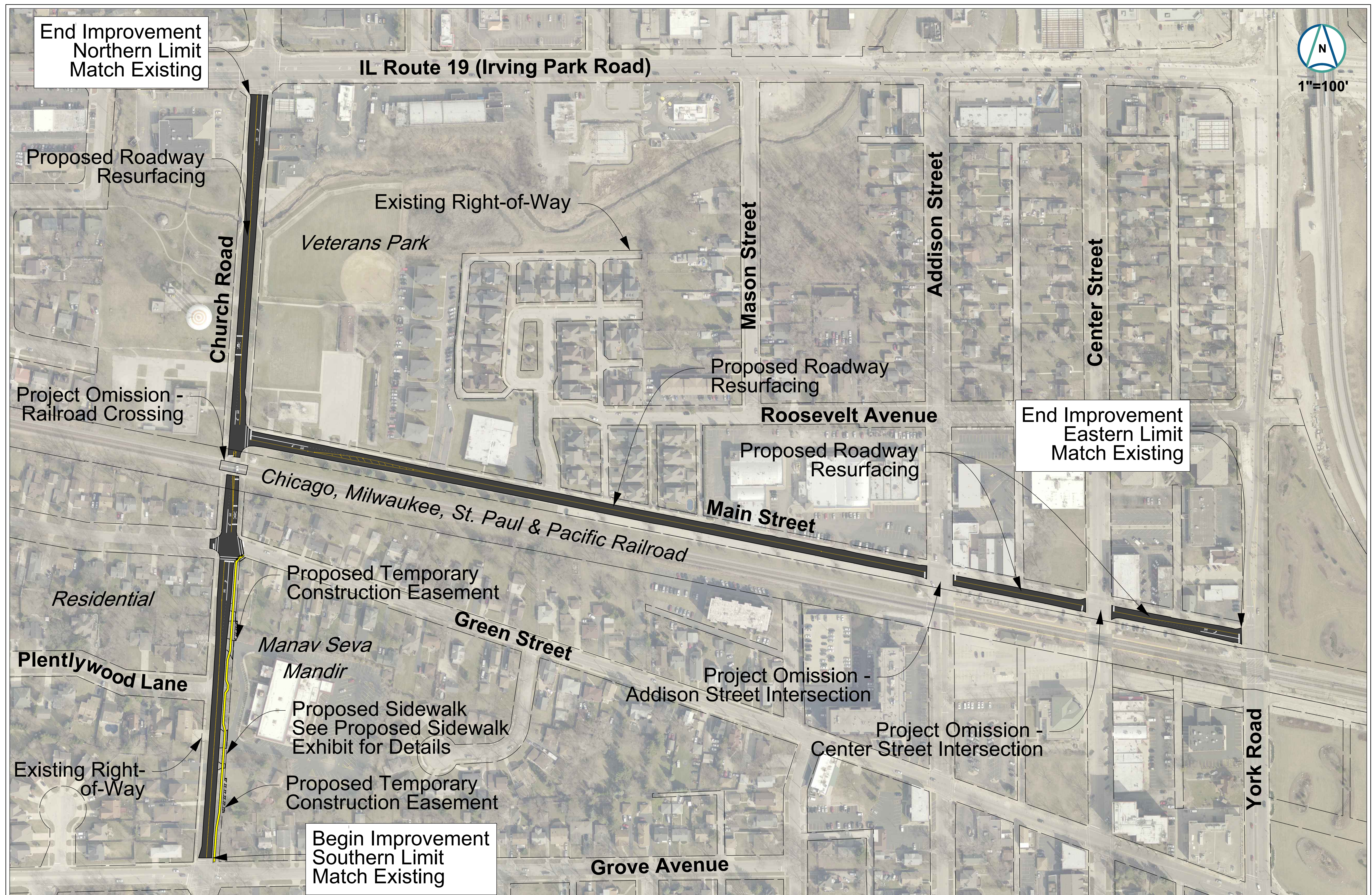
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Proposed Resurfacing





LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
Village of Bensenville	DuPage	20-00100-00-RS	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAQ	08-20-0064

Construction

State Job Number	Project Number
C-91-093-21	SNR8(969)

☒ State-Let Construction ☐ Locally Let Construction ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

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 consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	To
Main Street	FAU 3001	0.47 mile	From 00.00	00.47
Location Termini				
Church Road to York Road				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
LPA	N/A	Remove		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	To
Church Road	FAU 2667	0.38 mile	From 00.00	00.38
Location Termini				
Irving Park Road to Grove Avenue				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
LPA	N/A	Remove		

PROJECT DESCRIPTION

Resurfacing Church Road from Grove Avenue to IL Route 19 (Irving Park Road) and Main Street from Church Road to York Road. Sidewalk construction along the east side of Church Road from Grove Avenue to Green Street.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay 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) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
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. The **LPA** 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 - **LPA's Share** _____ **BALANCE** _____ divided by estimated total cost multiplied by actual progress payment.
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 adjust 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 the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. 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**, the **STATE**, and the **FHWA** if required.
2. 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 Public 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, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
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.
7. 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the **STATE** for 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. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. 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.
12. Certifies to the best of its knowledge and belief that it's 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 anti-trust 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.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. 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**.
15. 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 (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for 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. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for 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 (31 U.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**, obligation 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 the act exempt its

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must 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.
3. **Final Invoice:** 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 work or from the date of the previous invoice, whichever 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. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) 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 (12) 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.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** 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. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 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 ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, 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/SAM/>

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

Name of Official (Print or Type Name)

Frank DeSimone

Title of Official

Village President

Signature

Date

2.13.2024

The above signature certifies the agency's TIN number is
366005794 conducting business as a Governmental Entity.

DUNS Number 079755591

UEI K1NWWDFP9GD5

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

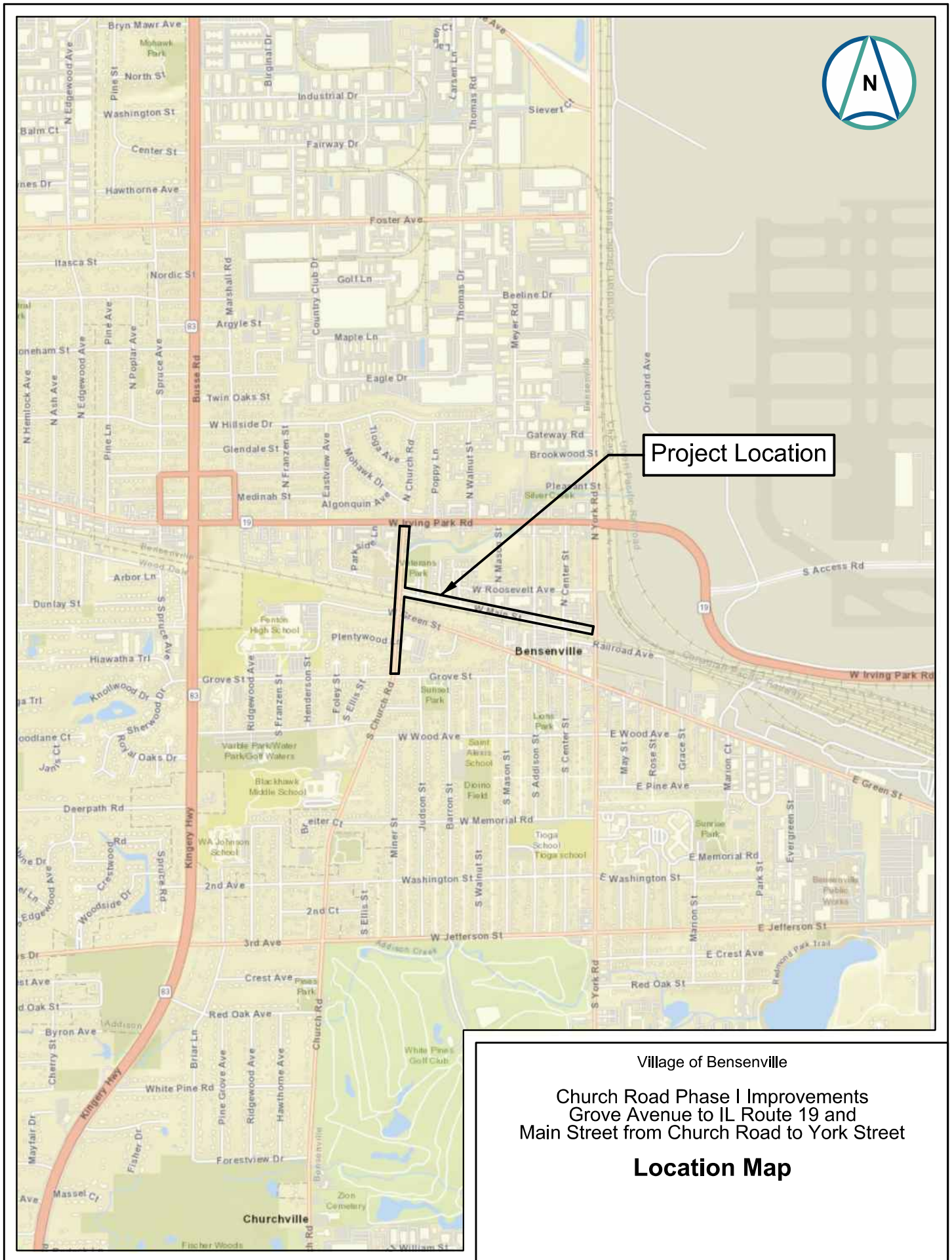
Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature **authorization resolution.**

☒ Please check this box to open a fillable Resolution Form within this Addenda.



ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Bensenville	DuPage	20-00100-00-RS	C-91-093-21	SNR8(969)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$498,772.00	*				Local	\$516,446.00	BAL	\$1,015,218.00
Construction Engineering	STU	\$108,978.00	*				Local	\$46,706.00	BAL	\$155,684.00
Non-Participating Construction							Local	\$3,500.00	100%	\$3,500.00
Total		\$607,750.00		Total			Total		\$566,652.00	\$1,174,402.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 70%, NTE \$607,750 (Construction Engineering portion 70%, NTE \$108,978)

Non-Participating Construction include but not limited to preconstruction video taping

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 reimbursement.

ADDENDA 3 –
LPA APPROPRIATION RESOLUTION

**Please attach the completed/signed LPA
Appropriation Resolution**

***Please note:* The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

TYPE:Resolution**SUBMITTED BY:**Jeff Maczko**DEPARTMENT:**Public Works**DATE:**February 13, 2024**DESCRIPTION:**

Resolution Appropriating the Use of Rebuild Illinois Grant Funds for Construction of the 2024 Residential Street Improvements Program in the Amount of \$1,209,469.02

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Illinois Department of Transportation (IDOT) has been authorized to implement a grant program using proceeds from general obligation bonds authorized in the Rebuild Illinois Capital Program. Funding is allotted among local public agencies based on the regular Motor Fuel Tax (MFT) formula, which is a per capita distribution. These funds have been awarded and dispersed in six payments occurring twice each year in 2020, 2021, and 2022. In total, the Village has received \$1,209,469.02 over the three-year period. The Village has until July 2025 to spend this grant funding. These funds are authorized to be used for planning, engineering, acquisition, construction, reconstruction, development, improvement, extension, and all construction related expenses of the public infrastructure projects that are bondable capital improvements. A bondable capital improvement is generally a capital improvement that has an average useful life of greater than 13 years.

KEY ISSUES:

In accordance with the requirement of the use of RBI funding, IDOT requires a resolution to appropriate the necessary RBI funds for this work. This specific appropriation will help fund the construction of the 2024 Residential Street Improvement Program. The streets included in the project are Pamela Drive, Dennis Drive, Dolores Drive, Jacquelyn Drive, Belmont Avenue, John Street, Brentwood Court, Legends Lane, Brentwood Drive, and Redmond Court. The scope of work will include resurfacing, full depth patching, curb and gutter removal & replacement, sidewalk removal & replacement, ADA sidewalk corner improvements, drainage structure replacements, landscape improvements, pavement markings, and street sign replacements.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of a Resolution Appropriating the Use of Rebuild Illinois Grant Funds for Construction of the 2024 Residential Street Improvements Program in the amount of \$1,209,469.02 via execution of form BLR 09110 - Resolution for Improvement Under the Illinois Highway Code.

BUDGET IMPACT:

In FY2024, staff has budgeted \$1,500,000 of Capital Improvement Funds (CIP Funds) for the 2024 Residential Street Improvements Program. Staff recommends expending the entire allotment of RBI Funds, which have a sunset date in July of 2025, on the construction costs of this project with the remainder of funds for construction and construction management will be locally funded with use of CIP Funds.

ACTION REQUIRED:

Approval of a Resolution Appropriating the Use of Rebuild Illinois Grant Funds for Construction of the 2024 Residential Street Improvements Program in the amount of \$1,209,469.02.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	2/1/2024	Resolution Letter
Location Map	2/1/2024	Backup Material
Exhibit 'A' - IDOT Resolution Form 09110	2/1/2024	Backup Material

RESOLUTION NO. _____

**APPROPRIATING THE USE OF REBUILD ILLINOIS GRANT FUNDS
FOR THE CONSTRUCTION OF THE 2024 RESIDENTIAL STREET
IMPROVEMENTS PROGRAM (SECTION NO. 24-00103-00-RS) IN THE
AMOUNT OF \$1,209,469.02**

WHEREAS the Illinois Department of Transportation (IDOT) has been authorized to implement a grant program using proceeds from general obligation bonds authorized in the Rebuild Illinois Capital Program; and

WHEREAS funding is allotted among local public agencies based on the regular Motor Fuel Tax (MFT) formula, which is a per capita distribution; and

WHEREAS these funds have been awarded and dispersed in six payments occurring twice each year in 2020, 2021, and 2022; and

WHEREAS in total, the Village has received \$1,209,469.02 over the three-year period; and

WHEREAS The Village has until July 2025 to spend this grant funding; and

WHEREAS these funds are authorized to be used for planning, engineering, acquisition, construction, reconstruction, development, improvement, extension, and all construction related expenses of the public infrastructure projects that are bondable capital improvements; and

WHEREAS a bondable capital improvement is generally a capital improvement that has an average useful life of greater than 13 years; and

WHEREAS the Village has targeted the entire allotment of RBI Funds for local roadway repairs, and will utilize the allotment of RBI Funds for the construction of the 2024 Residential Street Improvement Program; and

WHEREAS this project has been assigned Section Number 24-00103-00-RS by the Illinois Department of Transportation (IDOT); and

WHEREAS the local roadways to be improved as part of this project include Pamela Drive, Dennis Drive, Dolores Drive, Jacquelyn Drive, Belmont Avenue, John Street, Brentwood Court, Legends Lane, Brentwood Drive, and Redmond Court; and

WHERE the scope of improvements for this project includes resurfacing, full depth patching, curb and gutter removal & replacement, sidewalk removal & replacement, ADA sidewalk corner improvements, drainage structure replacements, landscape improvements, pavement markings, and street sign replacements; and

WHEREAS this resolution is the first step in fulfilling IDOT's requirements for the use of Rebuild Illinois funds Motor Fuel Tax (MFT) funds from Illinois Department of Transportation (IDOT).

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached IDOT Resolution to pay for the 2024 Residential Street Improvement Program in the amount of \$1,209,469.02 as outlined in IDOT Resolution attached hereto as 'Exhibit A'.

SECTION THREE: The Village President or his/her designee is hereby authorized and directed to execute on behalf of the Village of Bensenville the attached IDOT Resolution and the Village Clerk is hereby directed to transmit four certified copies of this Resolution to the District Office of the Illinois Department of Transportation..

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 13, 2024.

APPROVED:

Frank DeSimone, Village President

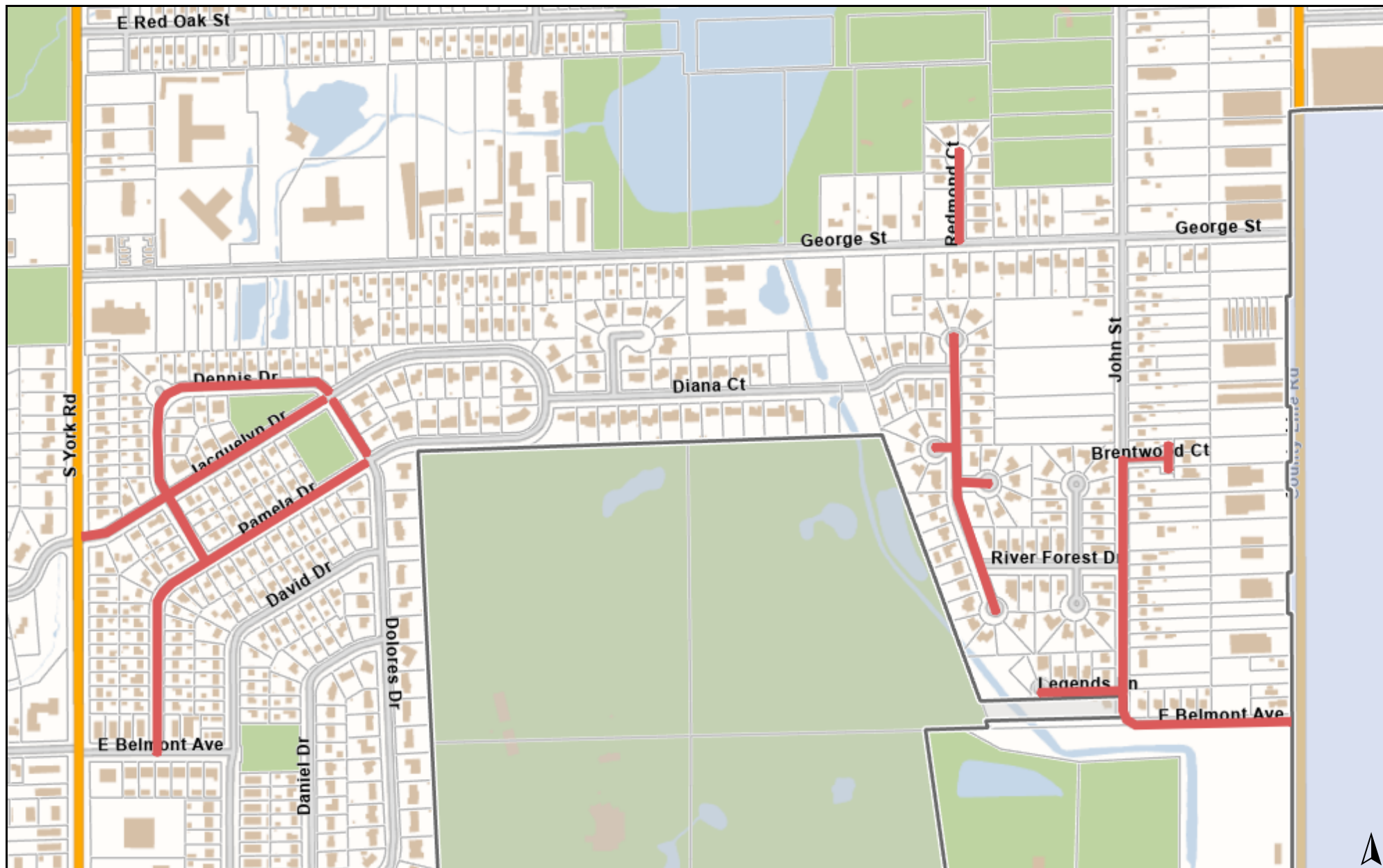
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



0 1000 2000
ft

Print Date: 12/22/2023

Notes

2024 Construction Season

**EXHIBIT 'A'****Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

24-00103-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Bensenville

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract.

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Pamela Drive	0.321		Belmont Avenue	Dolores Drive
Dennis Drive	0.278		Pamela Drive	Jacquelyn Drive
Dolores Drive	0.041		Jacquelyn Drive	Pamela Drive
Jacquelyn Drive	0.219		York Road	Dolores Drive
Belmont Avenue	0.138		County Line Road	John Street
John Street	0.211		Belmont Avenue	Brentwood Court
Brentwood Court	0.037		John Street	Dead End
Legends Lane	0.072		John Street	Cul-De-Sac
Brentwood Drive	0.24		River Forest Drive	Diana Court
Redmond Court	0.078		George Street	Cul-De-Sac

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurfacing with a new 2" surface course, as needed full depth patching, as needed removal and replacement of concrete curb & gutter, as needed removal and replacement of concrete sidewalk, ADA sidewalk crossing/corner improvements, as needed drainage structure replacement, landscape restoration, pavement markings restoration, and street sign replacement.



2. That there is hereby appropriated the sum of one million two hundred nine thousand four hundred sixty nine & 02/100
Dollars (\$1,209,469.02) for the improvement of

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

President and Board of Trustees of Bensenville at a meeting held on February 13, 2024

Governing Body Type Name of Local Public Agency Date

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 13, 2024**DESCRIPTION:**

Resolution Authorizing a Purchase Order to Imperial Surveillance for Senior and Community Center Access Control and Video Cameras in the Not-to-Exceed Amount of \$75,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

As part of the Senior and Community Center Project, we recommend the installation of access control and video cameras. Access control for our doors through Village Hall will help limit and allow access to specific areas of the building. Video surveillance will help monitor what is happening throughout the building.

As we currently have both systems in place within the building, we are looking to enhance and add to the current level of access control and the number and location of video cameras. The current system is proprietary to Imperial Surveillance and uses existing software and hardware components.

KEY ISSUES:

Imperial Surveillance was asked to provide a proposal for enhancements to our systems. These enhancements will include:

- Upgraded access control panels in IT Server Room
- Install eleven (11) new door locations (using 10 new readers and 1 existing reader)
- Installation of over 5,000 feet of wiring from devices to panel in IT Server Room
- Upgrade of one video surveillance server
- Installation of eight (8) new and relocation of one (1) video cameras
- All necessary software licenses

The cost of the work was negotiated to \$74,210.77. Staff is requesting \$75,000 for minor field changes, if needed.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing a Purchase Order to Imperial Surveillance for Senior and Community Center Access Control and Video Cameras in the not-to-exceed amount of \$75,000.

BUDGET IMPACT:

Access Control was included in our overall budget for the Senior and Community Center Project and will be DCEO grant eligible. Funds will come from Account Number 31080800 591000 21601

ACTION REQUIRED:

Approval of a Resolution Authorizing a Purchase Order to Imperial Surveillance for Senior and Community Center Access Control and Video Cameras in the not-to-exceed amount of \$75,000.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution - Access Control and Video Surveillance	2/5/2024	Resolution Letter
Proposal - Access Control & Video Surveillance	2/7/2024	Backup Material

RESOLUTION NO.

**AUTHORIZING A PURCHASE ORDER TO IMPERIAL SURVEILLANCE FOR
SENIOR AND COMMUNITY CENTER ACCESS CONTROL AND VIDEO
CAMERAS IN THE NOT-TO-EXCEED AMOUNT OF \$75,000**

WHEREAS the Village of Bensenville provides various services to the senior population of the Village; and

WHEREAS the Village desires to expand on those services by providing a Senior Center where future events can be held; and

WHEREAS the Senior Center will be located in the lower level of Village Hall, and

WHEREAS the Village has submitted for and received funding of \$1,180,000.00 through the Illinois Department of Commerce and Economic Opportunity (DCEO); and

WHEREAS the DCEO funding is a reimbursable program; and

WHEREAS the Village desires to upgrade our existing access control and video surveillance systems to control and monitor the facility, and

WHEREAS Imperial Surveillance is a proprietary supplier of the current system, and

WHEREAS Imperial Surveillance provided a proposal to upgrade the existing system and install and/or relocate door access card readers and video cameras throughout the facility in the amount of \$74,210.77, and

WHEREAS staff is requesting a purchase order in the amount of \$75,000 to cover any minor field changes, if necessary.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing a Purchase Order to Imperial Surveillance for Senior and Community Center Access Control and Video Cameras in the not-to-exceed amount of \$75,000.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 13, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



(847) 375-0300
www.imperialcctv.com

Customer #:11774
Village of Bensenville - Hall
Village of Bensenville - Hall
12 S Center St
Bensenville, IL 60106

Proposal #: 6228
Proposal Date: 04/21/2023
Salesperson: McCollom, Chad
chad.mccollom@imperialcctv.com
(847) 346-7582

Protection Type: Access Control

Parts

Quantity	Part Code	Description
2.00	KIT-GX-16D-DV	Protege GX Pre-Wired Kit - 16 Doors - Dual Voltage
2.00	AL400ULACM	Power Supply Controller
6.00	NP7-12 7 AMP	Yuasa NP7-12 Battery 7AMP Battery
9.00	921PTNNEK0045W	HID MULTICLASS SE RPK40 CONTACTLESS KEYPAD READER,
1.00	920PTNNEK00460	HID MULTICLASS SE RP40 CONTACTLESS READER, With Pr
11.00	8484-T-G	GRI 8484-T-G 1" Recessed Door Contact Gray
1650.00	CBL 18/6-1FT	18/6 AWG Conductor Security Cable, White/Gray
3500.00	CBL 18/2-1FT	18/2 AWG Conductor Security Cable, White/Gray
1.00	PRT-GX-DOR-50	ProtegeGX 50 Door License
1.00	PRT-GX-CLNT	ProtegeGX Client License
1.00	DW-BJP1U16T	Blackjack P-RACK NVRs powered by DW Spectrum IPVMS
31.00	DW-SPECTRUMLSC001	Single DW Spectrum IPVMS License / No Annual Rene
8.00	GS326-XD-2.8	GS326-XD-2.8 NDAA 6MP Starlight Camera
8.00	GSCBM	JUNCTION BOX FOR XD
1200.00	CBL 6000-BLK-1FT	Cat6 Ethernet Cable Indoor Black
2.00	DW-SPECTRUMLSC004	Four (4) DW Spectrum IPVMS License / No Annual Ren

Specialized Parts

Quantity	Part Code	Description
----------	-----------	-------------

Additional Services	Monthly Amount
---------------------	----------------

Scope of Work:

****Scope of Work ****

Provide and Install a complete ICT GX Access Control Takeover at City Hall.

Install (11) new door locations using (10) new card readers and reusing 1 existing reader.

Provide and Install (10) readers, (11) Recessed Door Position Switches, (2) 16 door Panels.

Connect existing readers to new panels.

Move 4 existing prox readers from lower level to upper level and install 1 new reader upstairs for total of 5 doors upstairs.

Install (9) new keypad readers on lower level. 6 are new doors and 3 are existing, replacing the readers moved upstairs.

Program to customer provided (existing) server at public works. building.

Provide and Install (2) Altronix Power supplies for electric strikes on doors.

****Others will provide electric strikes, EL Rim device w/power supply if needed.**

Run cabling from panel to all new door locations for strike, reader and door position switch.

****All rough-ins done by others.**

Provide and Install (1) DW PRack Server with 16TB of HDD and (31) Spectrum Licenses

Migrate all existing (31) Cameras to DW server.

****Scope of Work****

Provide and Install (8) new GNS 5MP Turret Cameras and connect to existing DW server.

Provide and Install (8) New DW spectrum recording licenses.

Relocate 2 existing cameras and reuse existing licenses.

****Customer to provide admin username and password to DW server prior to install.**

****Use existing POE switches or customer will provide and install new POE switch if no ports are available.**

****Customer to provide IP scheme for new cameras.**

****Camera Locations****

Upstairs

1) Move existing camera from new board room to outside boardroom hallway.

2) Upstairs 'L' hallway by bathrooms

3) Move existing camera in upstairs employee lounge 15ft to back right corner of room. May need to extend cable.

Downstairs

4) Meeting Room corner

5) Kitchen corner

6) Main room NE corner

7) Main room SW corner

8) Mechanical Hallway

9) IT hallway

10) Lounge Room

X

Agreed To By

Name

Total Project Cost: 74,210.77

Terms and Conditions:

50% Deposit is required prior to installation. The remaining balance is due upon completion. Imperial Surveillance is sole owner of all materials until Invoice is paid in full. Provided this agreement is terminated before paid in full, software and device credentials remain property of Imperial. Lift is not included unless stated above. Customer is responsible for firewall to protect against network and data breaches and holds Imperial harmless of any data breaches. Imperial Surveillance is not liable or responsible in any event of abuse, misuse, and or illegal use of this equipment.

Imperial Surveillance, Inc. 1601 E Algonquin Rd. Arlington Heights, IL 60005

IMPERIAL SURVEILLANCE, INC.
1601 E. Algonquin Road
Arlington Heights, Illinois 60005-4758
(847) 375-0300

INSTALLATION / ALARM MONITORING AGREEMENT

1. Imperial Surveillance Inc. (hereinafter referred to as "IMPERIAL") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of security cameras, video system, alarm system, and/or access control.
2. Unless other arrangements are made in writing, all projects will require a 50% down payment, with monthly progress payments thereafter. Payment balance is due upon completion. Unpaid late balances will be subject to late charges. All equipment to remain sole property of IMPERIAL until balance is paid in full.
3. Subscriber agrees that any applicable monitoring or service & maintenance agreements is for 60 months unless otherwise stated and shall automatically renew under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. IMPERIAL shall be permitted from time to time to increase all charges by an amount not to exceed 9% annually and Subscriber agrees to pay such increase.
4. The price proposed above will be valid for a period of 15 days. This proposal may be cancelled by IMPERIAL at any time prior to Subscriber's approval.
5. IMPERIAL and Subscriber agree that IMPERIAL is not an insurer and no insurance coverage is offered herein. The security system, equipment, and services are designed to detect and reduce certain risks of loss, though IMPERIAL does not guarantee that no loss or damage will occur. IMPERIAL is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by IMPERIAL's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.
6. Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless IMPERIAL, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by IMPERIAL's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against IMPERIAL or IMPERIAL's subcontractors arising out of this agreement or the relation of the parties hereto.
7. Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and IMPERIAL is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage IMPERIAL's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or IMPERIAL's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. IMPERIAL shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against IMPERIAL and its subcontractors for loss or damages caused by perils intended to be detected by IMPERIAL's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.
8. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by IMPERIAL and IMPERIAL has no responsibility for such access or IP address service. If system has remote access IMPERIAL is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. IMPERIAL shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. IMPERIAL will not be held liable for any breaches to customers internet, cyber infrastructure, internet, network or data even if cause by IMPERIAL.
9. Subscriber agrees that should there arise any liability on the part of IMPERIAL as a result of IMPERIAL's breach of this contract, negligent performance to any degree or negligent failure to perform any of IMPERIAL's obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that IMPERIAL's liability shall be limited to the sum of \$250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase IMPERIAL's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with IMPERIAL's increased liability. This shall not be construed as insurance coverage Subscriber acknowledges that this agreement contains exculpatory clause, indemnity, insurance, allocation of risk and limitation of liability provisions.
10. These terms and conditions will apply to all work conducted by IMPERIAL at the properties identified above and for all other properties where Subscriber requests work by IMPERIAL for the term of this agreement.
11. This Proposal (including attachments, if any) sets forth the entire agreement of and understanding between the parties as to its subject matter and supersedes all other documents, verbal commitments or understandings made before execution of this proposal. None of its terms may be amended or modified except in a writing signed by both Subscriber and IMPERIAL.
12. Subscriber agrees that IMPERIAL is authorized and permitted to subcontract any services to be provided to third parties who may be independent of IMPERIAL, and that IMPERIAL shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints IMPERIAL to act as Subscriber's agent with respect to such third parties, except that IMPERIAL shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to IMPERIAL disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of IMPERIAL. IMPERIAL shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.
13. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement, or other assurance. To the extent this Agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this Agreement the terms of this Agreement shall govern. This Agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this Agreement be deemed void, the remaining parts shall be enforceable.
14. The person executing this Agreement on behalf on Subscriber in a representative capacity warrants to IMPERIAL that such person has sufficient authority to bind Subscriber to the terms of this Agreement.
15. This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

X

X Representative Imperial Surveillance, Inc.

Representative Subscriber

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 13, 2024**DESCRIPTION:**

Resolution Authorizing the Ratification of Payment to Restore Restoration Inc. for Emergency Remediation to Village Hall after a Pipe Burst on January 17, 2024 in the Amount of \$14,722.15

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

On January 17, 2024 a fire sprinkler pipe burst over the entrance foyer to Village Hall. The pipe burst caused water damage to the foyer, vestibule, and parts of the lower level of Village Hall. The cause of the burst was pressure build up due to a frozen sprinkler line.

Due to the burst a number of activities ensued to remediate the issue. Omega Pro Systems was called in to shut the water off and repair the broken elbow in the pipe. The cost of the pipe repair was \$3,741.60. Restore Restoration, Inc. was called in to perform cleanup (water cleanup) and remediation services (drywall removal and dehumidification) on the main entrance floor and the lower level. The cost of the remediation services was \$14,722.15.

Additional costs yet to be completed are:

- Repairs necessary due to the event including drywall repair, insulation installation and replacement, and painting. The Village will use FH Paschen (our Senior Center contractor) to perform the repairs anticipated to not to exceed \$4,983.49.
- Repair to electric floor heaters in the vestibule (purchase parts and perform in-house installation) at a cost of \$1,500.00
- Reimbursement of damaged electrical components stored in the lower level for the Senior Center construction estimated at \$4,000.00

As this was an unforeseen emergency event, we are asking use \$25,000 of the Village Manager's Contingency budget to reimburse the costs of the event.

KEY ISSUES:

The Restore Restoration invoice was the only invoice over \$10,000 and therefore we are asking for the Village Board's ratification of the payment to them. Their payment is on the current 24/2 warrant previously approved at this meeting.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Ratification of Payment to Restore Restoration Inc. for Emergency Remediation to Village Hall after a Pipe Burst on January 17, 2024 in the amount of \$14,722.15

BUDGET IMPACT:

This was an emergency event. Staff seeks permission to use the Village Manager's Contingency budget to pay for the expenses. Funds for this invoice should be transferred to Account Number 11050440 549990 (Facilities - Other Contractual Services).

ACTION REQUIRED:

Approval of a Resolution Authorizing the Ratification of Payment to Restore Restoration Inc. for Emergency Remediation to Village Hall after a Pipe Burst on January 17, 2024 in the amount of \$14,722.15.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution - Pipe Burst - Restore Restoration Invoice	2/5/2024	Resolution Letter
Invoice - Restore Restoration	2/5/2024	Backup Material

RESOLUTION NO.

**AUTHORIZING THE RATIFICATION OF PAYMENT TO RESTORE
RESTORATION INC. FOR EMERGENCY REMEDIATION TO VILLAGE
HALL AFTER A PIPE BURST ON JANUARY 17, 2024 IN THE AMOUNT OF
\$14,722.15**

WHEREAS on January 17, 2024, a fire sprinkler pipe burst over the entrance foyer to Village Hall, and

WHEREAS the pipe burst caused water damage to the foyer, vestibule, and parts of the lower level of Village Hall, and

WHEREAS the cause of the burst was pressure build up due to a frozen sprinkler line, and

WHEREAS due to the burst, several activities ensued to remediate the issue including cleanup and remediation services, and

WHEREAS Restore Restoration, Inc. was called in to perform cleanup (water cleanup) and remediation services (drywall removal and dehumidification) on the main entrance floor and the lower level, and

WHEREAS the cost of the remediation services was \$14,722.15, and

WHEREAS staff is looking for ratification of payment to Restore Restoration.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Ratification of Payment to Restore Restoration Inc. for Emergency Remediation to Village Hall after a Pipe Burst on January 17, 2024 in the amount of \$14,722.15.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 13, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Restore Restoration
2035 N. 15th Ave.
Melrose Park, IL 60160
(847)455-3000

Date:

01/22/2024

Invoice #:

MIT-2024-01

INVOICE

Bill to:

Village of Bensenville
12 S CENTER ST
BENSENVILLE IL 60106

Loss Address:

Village of Bensenville
12 S CENTER ST
BENSENVILLE
IL 60106

Estimator	Job #	File Claim #	Terms
			Due on Receipt

Description	Total
Water Mitigation Services	\$17,570.12
15 Day Quick Pay Discount Applied	\$-2,847.97
Previously Paid on this invoice	\$0.00
Total Due On This Invoice	\$14,722.15

Thank You for your Business!
Balance Due upon Receipt
Please remit your payment promptly.
Late fees added if not paid in 30 days.

Remit Payment to:
Restore Restoration
2035 N. 15th Ave.
Melrose Park, IL 60160

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 13, 2024**DESCRIPTION:**

Resolution Authorizing the Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Greeley and Hansen, LLC for Construction Engineering of the Pressure Adjusting Station Replacement Project, Contingent on IEPA Loan Approval

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village is seeking an IEPA Loan for the Replacement of the Church Road Pressure Adjusting Station. The Village Board approved R-159-2023 approving an engineering services agreement with Greeley and Hansen for construction engineering services associated with the Church Road Pressure Adjusting Station Replacement Project. The IEPA has reviewed the agreement and has requested some non-monetary changes be added to the agreement to be eligible for loan reimbursement.

KEY ISSUES:

The IEPA has reviewed and approved the attached amendment to the original agreement. All proposed changes include non-monetary additions and are as follows:

1. AUDIT AND ACCESS TO RECORDS
2. COVENANT AGAINST CONTINGENT FEES
3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
4. USEPA NONDISCRIMINATION CLAUSE
5. USEPA FAIR SHARE PERCENTAGE CLAUSE

The Village Supports these additions and recommends approval of the amendment.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff Recommends approval of a Resolution Authorizing the Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Greeley and Hansen, LLC for Construction Engineering of the Pressure Adjusting Station Replacement Project, Contingent on IEPA Loan Approval

BUDGET IMPACT:

There is no additional budget impact due to this Resolution.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Greeley and Hansen, LLC for Construction Engineering of the Pressure Adjusting Station Replacement Project, Contingent on IEPA Loan Approval.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution - PA Station - Construction Engineering Amendment No. 1	2/7/2024	Resolution Letter
Amendment No. 1	2/7/2024	Backup Material

RESOLUTION NO. _____

**AUTHORIZING THE APPROVAL OF AMENDMENT NO. 1 TO THE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GREELEY
AND HANSEN, LLC FOR CONSTRUCTION ENGINEERING OF THE
PRESSURE ADJUSTING STATION REPLACEMENT PROJECT,
CONTINGENT ON IEPA LOAN APPROVAL**

WHEREAS the Village is seeking an IEPA Loan for the Replacement of the Church Road Pressure Adjusting Station, and

WHEREAS the Village Board approved R-159-2023 approving an engineering services agreement with Greeley and Hansen for construction engineering services associated with the Church Road Pressure Adjusting Station Replacement Project, and

WHEREAS the IEPA has reviewed the agreement and has requested some non-monetary changes be added to the agreement to be eligible for loan reimbursement, and

WHEREAS the Village supports these modifications and recommends approval of Amendment No. 1.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Greeley and Hansen, LLC for Construction Engineering of the Pressure Adjusting Station Replacement Project, Contingent on IEPA Loan Approval.

SECTION THREE: Upon formal approval of the IEPA Loan Funding, the Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 13, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

PROFESSIONAL SERVICES AGREEMENT AMENDMENT 1

FEBRUARY 5, 2024

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT ("Amendment") entered into by and between Greeley and Hansen LLC. ("Consultant") having a place of business at 100 S. Wacker Drive, Suite 1400, Chicago, IL 60606 and Village of Bensenville ("Client") having a place of business at 12 S. Center Street, Bensenville, IL 60106 and is dated and effective as of _____, 2024, and amends the Professional Services Agreement dated December 12, 2023 and authorized of the Client under Resolution No. R-159-2023 dated December 12, 2023. Consultant and Client are each individually referred to as a "Party" and collectively as the "Parties".

Desiring to be legally bound, the Parties agree to the additional terms required per Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program as follows:

- 1. AUDIT AND ACCESS TO RECORDS.** The Consultant agrees to take affirmative steps to assure:
 - a. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - c. Information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
 - d. The final audit report shall include the written comments, if any, of the audited parties.
 - e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.
- 2. COVENANT AGAINST CONTINGENT FEES.** The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 3. CERTIFICATION REGARDING DEBARMENT, SUSENSION, AND OTHER RESPONSIBILITY MATTERS.** The Consultant certifies to the best of its knowledge and belief that it, its officers, and its authorized representatives: (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 proposal 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, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

4. **USEPA NONDISCRIMINATION CLAUSE.** The Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
5. **USEPA FAIR SHARE PERCENTAGE CLAUSE.** The Consultant agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

For Agreement by the Parties:

For Consultant:

For Client:



Signature

Vice President

Title

2/7/2024

Date

Signature

Title

Date

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**February 13, 2024**DESCRIPTION:**

Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC for the ChiTown Shuffle Youth Hockey Tournament

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input checked="" type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village has encouraged 200 X 85, LLC to use the Edge Ice Arenas as one of the host sites for the 2024 ChiTown Shuffle youth hockey tournament. This tournament will feature approximately thirty teams from the Chicagoland area and from around the Midwest. The event will take place from April 19th through April 21st, 2024.

KEY ISSUES:

The Resolution presented, approves a Facility Usage License Agreement with 200 X 85, LLC. The agreement will cover any and all ice times reserved by 200 X 85 at the Edge over April 19 - 21 weekend. This agreement helps offset fixed operating costs by generating revenues during the off-peak periods.

ALTERNATIVES:

- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC for the ChiTown Shuffle Youth Hockey Tournament.

BUDGET IMPACT:

This Agreement will provide the Village with revenues in the form of license fees, amusement tax and increased concession sales commissions. Total resulting revenues are in excess of \$20,600 for license fees and amusement tax. These revenues are included in the 2024 annual budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing a Facility Usage License Agreement with the 200 X 85, LLC. for the Chitown Shuffle youth hockey tournament.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

2/2/2024

Resolution Letter

Agreement

2/2/2024

Exhibit

RESOLUTION NO.

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH 200 X 85, LLC**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of attracting special events to Bensenville as well as generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, 200 x 85, LLC has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with 200 X 85, LLC.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 13th day of February, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter “License”) is made and entered into as of this 13th day of February, 2024, by and between the VILLAGE OF BENSENVILLE (“Licensor,” “Village”) and 200 x 85, LLC (“Licensee”) (Licensee and Licensor collectively referred to as the “Parties”) for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS (“Arena”).

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois (“Edge on John Street”) and the other at 735 East Jefferson Street, Bensenville, Illinois (“Edge on Jefferson Street”). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the “Arena,” unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to 200 x 85, LLC (licensee) and has relied upon Licensee’s undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor’s ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on April 19, 2024 and shall continue for a period of three (3) days (the “Term”) until April 21, 2024 and shall cover all ice times rented at the facility.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in “Exhibit C,” attached hereto.

- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in “Exhibit C” for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor’s sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee’s use of the Arena.
- d. **Age Levels.** Participant age levels shall be limited to boys teams at the **peeewee levels** or younger.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in “Exhibit C,” or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on February 15, 2024 for a fifty per cent (50%) deposit of all ice time. The deposit will become due on March 1, 2024. The remaining balance will be invoiced on March 15, 2024 and shall become due prior to the start of the tournament. If deposit is not received by March 1, 2024 then this agreement shall be deemed null and void.
- b. The invoiced amount shall be based upon the following hourly rate of **Three Hundred Sixty Dollars and Fifty Cents (\$360.50)** per hour.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against only the first **\$360.50** of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee’s failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee’s remaining ice time, in whole or in part, upon notification and expiration of a

seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.

- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.

- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - ☐ AAU
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
- n. Licensee shall notify its customers/members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor. Activities will be suspended until Licensee and its customers/members remove any and all outside food and beverage from the Arena.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth

herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.

- b. Licensors reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensors shall give Licensee ten (10) days written notice of Licensors's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensors shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensors and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensors reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensors.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensors reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensors's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensors.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensors.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.

- d. Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

(This page left intentionally blank)

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

- i. For Licensors:

Village of Bensenville
Attn: Todd Finner, Ice Scheduler
735 E. Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us

and

P. Joseph Montana
Montana and Welch, LLC
192 North York Road
Elmhurst, IL 60126
jmontana@montanawelch.com
(630) 501 – 0624 Elmhurst
(708) 448 – 7005 Palos Heights
(630) 607 – 0694 Fax

- ii. For Licensee:

200 x 85, LLC
Attn: Kevin Mann
6690 South Rte 53
Woodridge, IL 60517
kmhinc@aol.com
(312) 543 - 5118

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

200 X 85

By: _____
Evan Summers, Village Manager

By: _____

Its _____

Attest: _____
Corey Williamsen, Deputy Village Clerk

Attest: _____

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and 200 x 85, LLC** (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena.** Further, **I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee** due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if
participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date_____ Team and Association_____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots.

Licensee shall be responsible for purchasing a minimum of the ice slots specified below as well as additional ice slots that may be added throughout the dates specified in the agreement.

Friday, April 19, 2024

West Rink: 7:30 am – 9:30 pm

East Rink: 7:40 pm – 9:40 pm

Saturday, April 20, 2024

West Rink: 7:30 am – 9:30 pm

East Rink: 7:40 pm – 9:40 pm

Sunday, April 21, 2024

West Rink: 7:50 am – 10:30 am / 12:05 pm – 2:45 pm

East Rink: 8:00 am – 10:40 am

Exhibit D

Other facility rental fees and responsibilities

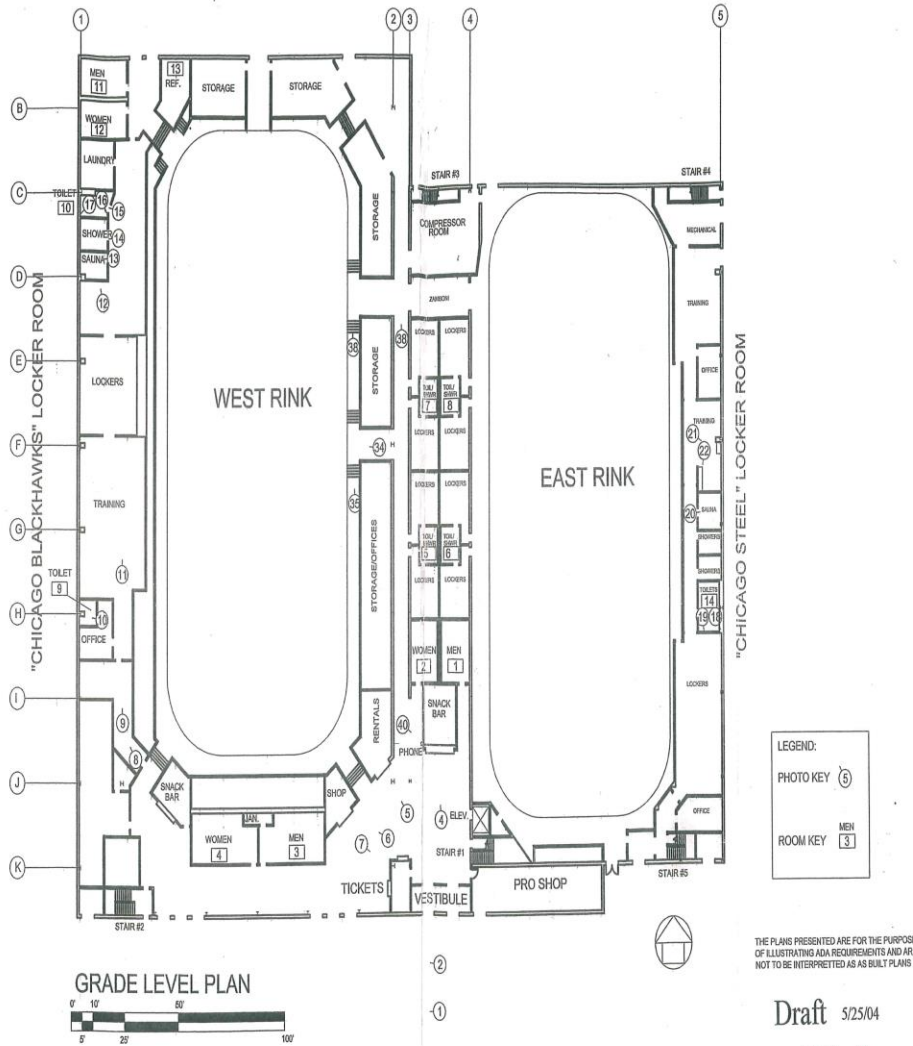
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

<u>Rental Facility</u>	<u>Cost</u>	Please check if required
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>
Internet Needs Please specify all internet requirements.		<input type="checkbox"/>
Electrical Requirements Please specify all electrical requirements.		<input type="checkbox"/>
Microphone Please specify if you will require the use of a microphone.		<input type="checkbox"/>

****Please list each vendor name and products to be sold in space below:**

Exhibit E

Vendor Space Designations (Please indicate your desired location)



GRADE LEVEL PLAN

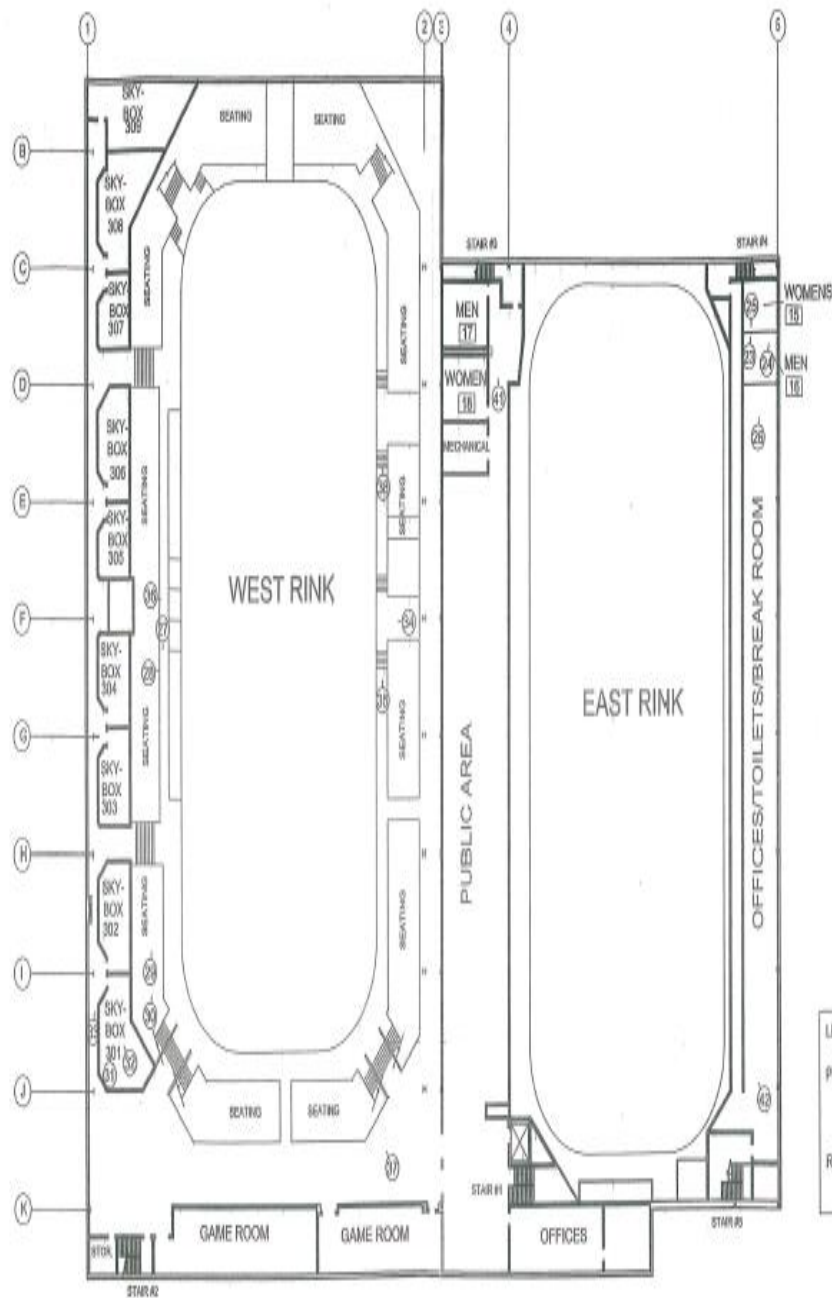


THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

77,264 S.F. (GRADE LEVEL)

Draft 5/25/04

X-1



Draft 5/25/04

X-2

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**February 13, 2024**DESCRIPTION:**Resolution Authorizing a Facility Usage License Agreement with Play Hockey USA.***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input checked="" type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village has encouraged Play Hockey USA to use the Edge Ice Arenas as one of the host sites for the 2024 Windy City Rumble youth hockey tournament taking place over the May 3rd - May 5th, 2024 weekend. This tournament will feature approximately thirty teams from the Midwest.

KEY ISSUES:

The Resolution presented approves a Facility Usage License Agreement with Play Hockey USA. The agreement will cover any and all ice times reserved by Play Hockey USA at the Edge over the May 3rd - May 5th weekend. This agreement helps offset fixed operating costs by generating revenues in off-peak periods.

ALTERNATIVES:

- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village with revenues in the form of license fees, amusement tax and increased concession sales commissions. Total resulting revenues are in excess of \$20,000 for license fees and amusement tax. These revenues are included in the 2024 annual budget.

ACTION REQUIRED:

Approval of the Resolution Authorizing a Facility Usage License Agreement with Play Hockey USA.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

2/6/2024

Resolution Letter

Agreement

2/6/2024

Exhibit

RESOLUTION NO.

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH PLAY HOCKEY USA**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of attracting special events to Bensenville as well as generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, PLAY HOCKEY USA has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with PLAY HOCKEY USA.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 13th day of February, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 13th day of February, 2024, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and Play Hockey USA. ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Play Hockey USA. (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on May 3, 2024 and shall continue for a period of three (3) days (the "Term") until May 5, 2024 and shall cover all ice times rented at the facility. If agreement remains unsigned beyond February 7, 2024 then such agreement shall be deemed null and void.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.
- d. **Age Level.** Reservations in this license shall be restricted to boys and girls levels at the peewee age level and younger.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee for a fifty per cent (50%) deposit of all ice time on March 15, 2023. The deposit will become due on April 1, 2023. The remaining balance will be invoiced on April 15, 2023 and shall become due prior to the start of the tournament. If deposit is not received by April 1, 2023 then this agreement shall be deemed null and void.
- b. The invoiced amount shall be based upon the following hourly rate of **Three Hundred Sixty Dollars and Fifty Cents (\$360.50)** per hour.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against only the first **\$360.50** of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.

- e. Upon Licensee's failure to pay any sums due hereunder, Licensors reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensors hereby reserves the right to cancel any future commitments made by Licensors to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessors's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensors on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensors, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensors shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensors hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensors reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Lessors's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensors the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensors.

- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - ☐ Amateur Athletic Union (AAU)
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
- n. Licensee shall notify its customers/members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor. Activities will be suspended until Licensee and its customers/members remove any and all outside food and beverage from the Arena.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".

- e. Licensors shall notify Licensee of any material breach of this License. Licensee shall grant Licensors thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensors to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensors as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensors and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensors and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensors and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensors and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensors reserves the right to terminate this License for failure to pay any and all fees as provided herein.

- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee is in full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.

- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensors:
Village of Bensenville
Attn: Todd Finner, Ice Scheduler
735 E. Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us

and

P. Joseph Montana
Montana and Welch, LLC
192 North York Road
Elmhurst, IL 60126
jmontana@montanawelch.com
(630) 501 - 0624 Elmhurst
(708) 448 - 7005 Palos Heights
(630) 607 - 0694 Fax

ii. For Licensee:
Play Hockey USA
Attn: Michelle Hawkinson
3250 Gorham Avenue
St. Louis Park, MN 55426
michelle@showcasehockey.com
(248) 770 - 2904

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

PLAY HOCKEY USA

By: _____
Evan Summers, Village Manager

By: Jonathan Sh
Jonathan Goble
Its Tournament Director

Attest: _____
Corey Williamsen, Deputy Village Clerk

Attest: _____
Secretary

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and Play Hockey USA** (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena.** Further, **I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee** due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.
- I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.**

Signature of participant

Signature of parent or guardian of participant if
participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- *All* tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots.

Licensee shall be responsible for purchasing a minimum of the ice slots specified below as well as additional ice slots that may be added throughout the dates specified in the operating agreement.

Day	Date	Start - End Time	Rink
Friday	May 3, 2024	07:00 AM - 10:00 PM	Edge on Jefferson East
Friday	May 3, 2024	07:00 AM - 10:00 PM	Edge on Jefferson West
Saturday	May 4, 2024	08:00 AM - 10:00 PM	Edge on Jefferson West
Saturday	May 4, 2024	11:00 AM - 10:00 PM	Edge on Jefferson East
Sunday	May 5, 2024	08:00 AM - 09:05 AM	Edge on Jefferson West
Sunday	May 5, 2024	08:15 AM - 09:20 AM	Edge on Jefferson East
Sunday	May 5, 2024	09:15 AM - 10:30 AM	Edge on Jefferson West
Sunday	May 5, 2024	09:30 AM - 10:35 AM	Edge on Jefferson East
Sunday	May 5, 2024	12:00 PM - 01:10 PM	Edge on Jefferson West
Sunday	May 5, 2024	01:20 PM - 02:30 PM	Edge on Jefferson West

Exhibit D

Other facility rental fees and responsibilities

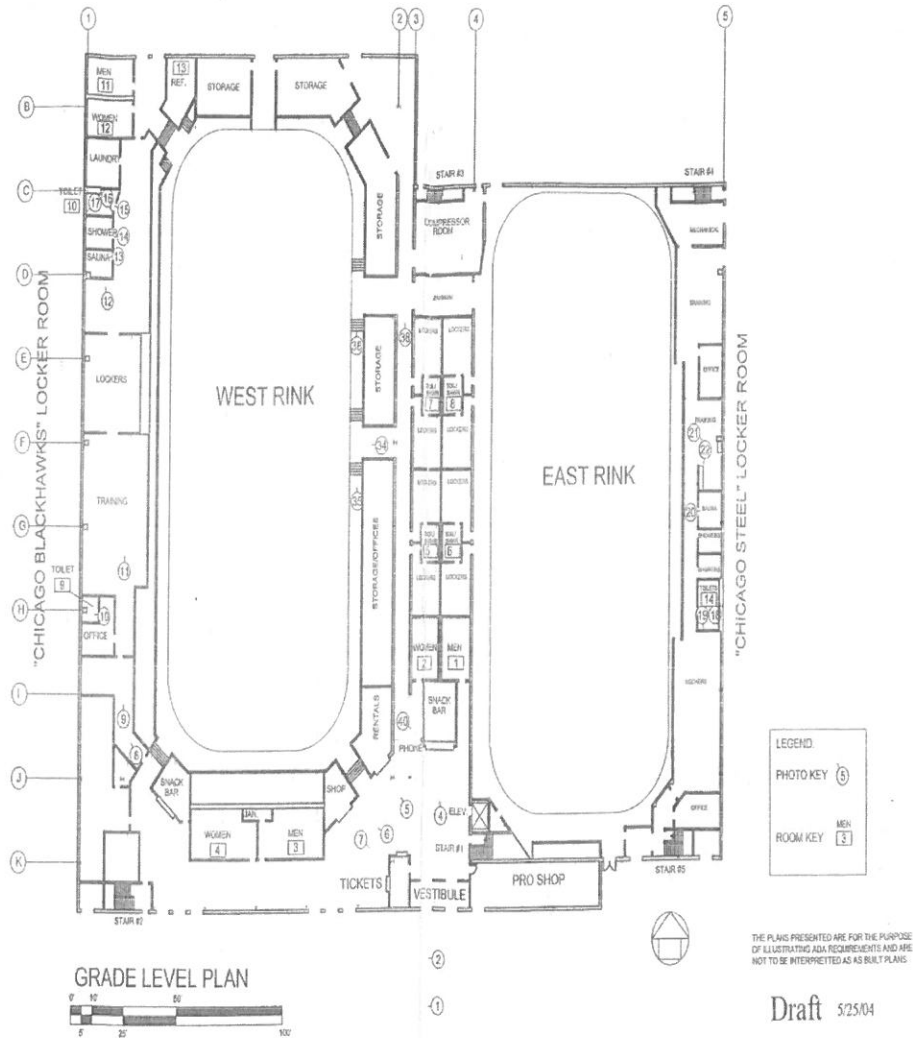
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

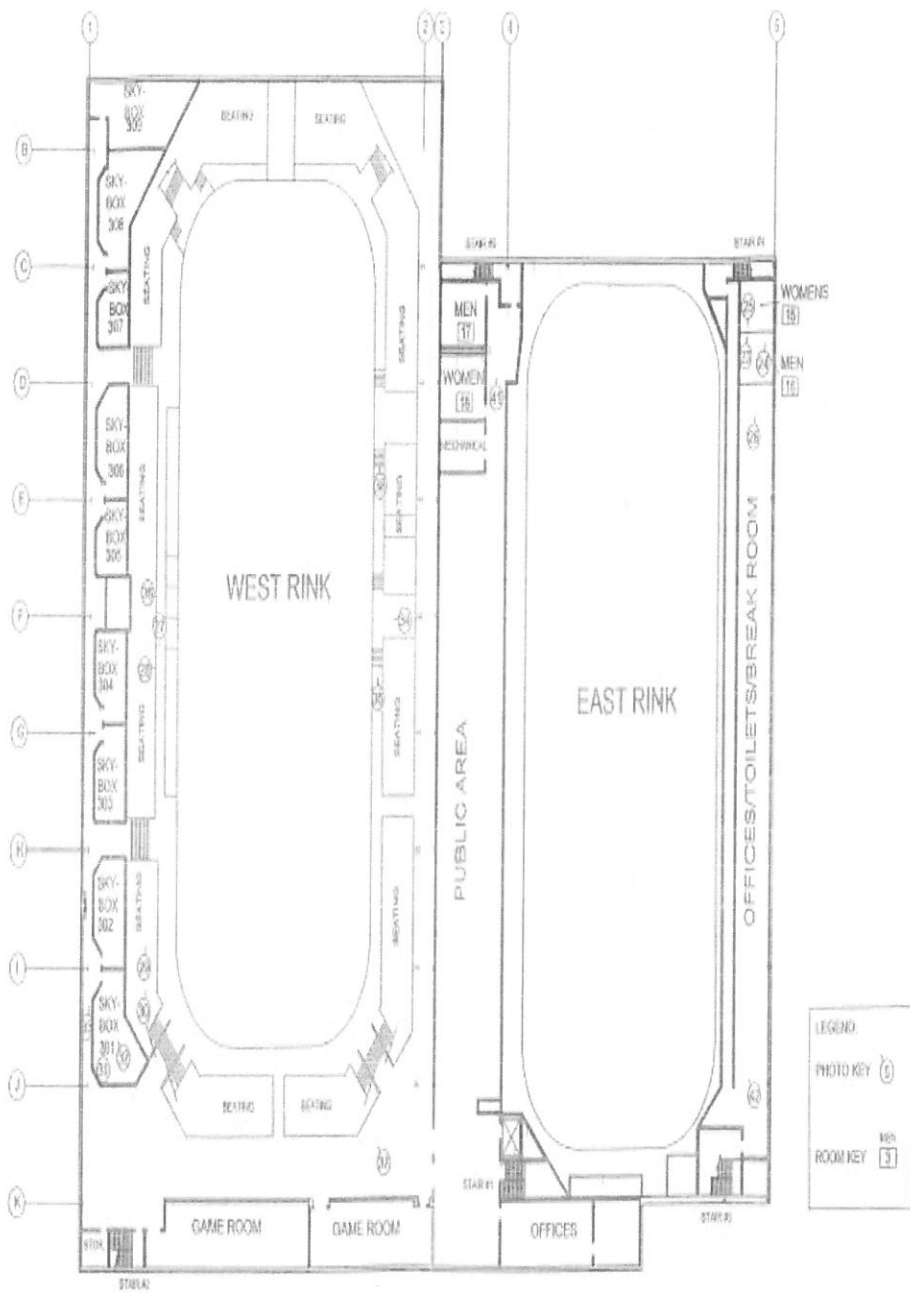
Rental Facility	Cost	Please check if required
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	
Internet Needs Please specify all internet requirements.		
Electrical Requirements Please specify all electrical requirements.		
Microphone Please specify if you will require the use of a microphone.		

****Please list each vendor name and products to be sold in space below:**

Exhibit E

Vendor Space Designations (Please indicate your desired location)





UPPER LEVEL PLAN



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

THIS PLAN IS PRESENTED FOR THE PURPOSE OF ILLUSTRATING AREA REQUIREMENTS AND ARE NOT TO BE INTERPRETED AS A BUILDING PLAN



Draft 5/25/04

X-2

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community
Events**DATE:**February 13, 2024**DESCRIPTION:**Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chicago Blues Hockey Club**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Chicago Blues Hockey Club has been the primary tenant at the Edge Ice Arenas since 2000. The current agreement is in its final year and set to expire in August, 2024. Staff and representatives of the Chicago Blues Hockey Club have worked together to establish a new agreement at the Edge Ice Arenas that would be binding between September 1, 2024 and August 31, 2031.

KEY ISSUES:

The Resolution presented approves an Ice Arena and Facility Usage License Agreement with the Chicago Blues Hockey Club. This would be a 7-year agreement and will cover the entire Chicago Blues clinic, tryout, home game and practice schedule. This agreement will require the Blues to purchase a minimum of 1,400 hours annually, through the entirety of the 2024-2031 term. In addition, the Blues will also lease exclusive locker room and office space at the Edge on Jefferson Street.

ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the Blues would not be entitled to use the Arenas under the terms of the proposed Ice Arena and Facility Usage License agreement with the Blues.
- Recruit another tenant.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to start at \$798,392.00 annually and increase by 3% every year thereafter. These revenues are reflected in the 2024 annual budget.

ACTION REQUIRED:

Approval of the Resolution Authorizing an Ice License and Facility Use Agreement with the Chicago Blues Hockey Club.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

2/2/2024

Resolution Letter

Agreement

2/2/2024

Exhibit

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE
AGREEMENT WITH THE CHICAGO BLUES HOCKEY CLUB**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Chicago Blues Hockey Club, an Illinois Not-For-Profit Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, the Chicago Blues Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Chicago Blues Hockey Club.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 13th day of February, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage Non-Exclusive License (hereinafter "License") is made and entered into as of this 13th day of February, 2024, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The Chicago Blues Hockey Club, an Illinois Not-For-Profit Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Licensee and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on September 1, 2024 and shall continue for a period of seven (7) years (the "Term") until August 31, 2031. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration

date of the initial term or the then current renewal term. The Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal for the duration of the renewal term.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase a minimum of 1,000 hours of Fall/Winter season ice time, defined as ice time starting on August 15th for Mite and Midget tryouts and the first Monday prior to Labor Day for all other levels through the Thursday prior to the tier 2 state championships; a minimum of 200 hours of Spring season ice, defined as ice time between the second Sunday in March and May 31; a minimum of 200 hours of Summer season ice time, defined as ice time from June 1 until August 15, (“Minimum Annual Purchase Requirement”) from Licensors pursuant to the schedule set forth in “Exhibit C,” attached hereto. Licensee agrees to schedule all pre-season clinics, checking clinics, tryouts, home games and practices at the Edge Ice Arenas.
- b. **Exclusive Locker Room.** Beginning as of September 1, 2024, the Licensee shall have exclusive use of the two Northwest Subsidiary Locker Rooms within the Jefferson West Arena (Northwest Subsidiary Locker Rooms are referred to herein collectively as the “Exclusive Locker Rooms”). Licensee shall have the exclusive use of the Exclusive Locker Rooms, provided, however, that the Licensors reserves the right to use the Exclusive Locker Rooms, or portions thereof, provided: (i) the Licensors shall make a written request for said use to the Licensee, (ii) the Licensee approves said request in writing, which approval shall not be unreasonably withheld; and (iii) the Licensors or Third Party User shall enter into a mutually acceptable agreement with the Licensee relating to use of the Exclusive Locker Rooms. Said agreement shall require: (a) that equipment or any other items owned by the Licensee located in the Exclusive Locker Rooms shall not be used by the Licensors or Third Party User; and (b) that the Licensors or Third Party User shall indemnify the Licensee from any and all claims arising out of the use of the Exclusive Locker Rooms and/or repair costs thereto, resulting from the Licensors or Third Party User’s use of the Exclusive Locker Rooms as herein provided shall be the responsibility of the Licensors or Third Party User.
- c. **Classroom/Office Space.** During the term, Licensee shall have exclusive access to classroom 201 and connected office space, provided, however, that the Licensors reserves the right to use the Classroom/Office Space, or portions thereof, provided: (i) the Licensors shall make a written request for said use to the Licensee, (ii) the Licensee approves said request in writing, which approval shall not be unreasonably withheld; and (iii) the Licensors or Third Party User shall enter into a mutually acceptable agreement with the Licensee relating to use of the Classroom/Office Space. Said agreement shall require: (a) that equipment or any other items owned by the Licensee located in the Classroom/Office Space shall not be used by the Licensors or Third Party User; and (b) that the Licensors or Third Party User shall indemnify the Licensee from any and all claims arising out of the use of the Classroom/Office Space and/or repair costs thereto, resulting from the Licensors or Third Party User’s use of the Classroom/Office Space as herein provided shall be the responsibility of the Licensors or Third Party User.
- d. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in “Exhibit C” for other available unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensors, at Licensors’ sole discretion, which approval shall not be unreasonably withheld. All exchanges must be approved verbally, or

in writing, by the Licensor's Superintendent of Ice Arenas or designee, forty-eight (48) hours prior to the earlier of ice times.

- e. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena ("Preempted Ice"). Preempted Ice can include ice time used for certain periodic tournaments and special events, such as, but not limited to: Greater Chicago Columbus Day Invitational, World Hockey Invite, Thanksgiving Weekend, Martin Luther King Day weekend, Mardi Gras Figure Skating Competition on first Saturday and Sunday in February, President's Day weekend, the Amateur Hockey Association of Illinois State hockey tournament, ACHA Regional and/or National tournaments, the 3rd weekend in April and the third weekend in May.

3. Scope

- a. This License authorizes Licensee to use the ice surface, exclusive use of the Exclusive Locker Rooms, common locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(c), herein.
- d. This License applies only to Licensee and its employees, agents, members, invitees and spectators.
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th day of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing of the first day of the month following the invoice date.
- b. **EXCLUSIVE LOCKER ROOMS.** For such right as set forth in section 2(b), the Licensee shall pay to the Licensor the following:
 - (i) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per year for the Jefferson West Northwest Locker Rooms beginning September 1, 2024.
 - (ii) Payment shall be made in equal installments on the following dates: September 1, October 1, November 1, December 1, and January 1 of each year of this license.
- c. **ICE TIME.** For such right as set forth in section 2(a), the Licensee shall be invoiced based upon the following hourly rates; \$515.00 per hour for all Fall, Winter and Spring season ice times and \$300.00 per hour for all Summer season ice times for the first year of the term. Ice times for the "Introduction to Hockey" and "Under 8 years-old House League" programs (which shall include, but not limited to, learn to skate programs and MinorBlues and/or FutureBlues) shall be limited to five and one half hours per week and shall be charged a year-round rate of \$370.00 per hour for the first year of the term. Licensor shall make every attempt to increase the weekly ice limitation for the "Introduction to Hockey" programs based on any increase of size of the program. Thereafter, the hourly rate shall increase by three percent (3%) per hour for each subsequent year of the License. Any ice time hours purchased by

Licensee over and above the Minimum Annual Purchase Requirement shall be payable at the same rate.

- d. A late fee of five percent (5%) per month will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. The Licensor shall charge Fifty Dollars (\$50.00) in addition to the face amount of a check returned for non-sufficient funds or one which must be resubmitted for payment regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- e. The Licensee is also subject to the Licensor's Amusement Tax, and any amendment thereto. The amusement tax is currently five percent (5%) at the signing of this License. Invoices tendered to Licensee shall include the Amusement Tax as a required payment.
- f. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. Notwithstanding this right, , Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- g. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.
- h. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisfied.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 *et seq.* In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and/or spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B", attached hereto

and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to the pay to the Licensor the replacement costs itemized in "Exhibit B" for the damages listed caused by Licensee or its employees, agents, members, invitees and spectators.

- b. Licensee shall provide for adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for reasonable crowd control, if necessary, by trained and qualified personnel, at any games and events sponsored or held by Licensee.
- d. Licensee shall maintain the Arena in the same condition as received, subject to normal wear and tear.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor. This shall include costs associated with cleaning or repairs resulting from shooting, stickhandling, strength training and/or conditioning at any areas outside of the ice surfaces.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - ☐ American Athletic Association
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to Licensor within a reasonable time after they have been executed.
- l. Licensee shall hire, compensate, and be responsible for the certification and screening of all of Licensee's bench and other coaches. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.
- m. Licensee shall notify its members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor.

8. Duties of Licensors.

- a. Licensors shall provide the ice rink, locker room, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C."
- b. Licensors shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." For hockey games, Licensors shall provide all necessary ice resurfacing as mandated by league rules. Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensors shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensors shall notify Licensee of any material breach of this License. Licensee shall grant Licensors thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensors to remedy any such breach shall result in termination of this License at Licensee's option.

9. Licensors / Licensee Communications.

Licensors shall designate a duly authorized employee or officer to meet with a Licensee-designated committee once per month at a time to be determined by both parties. These meetings shall be for the purpose of addressing all issues relating to Licensee's use of the facilities and/or this License Agreement, including, but not limited to, (i) the scheduling of ice and use of the facilities; (ii) the planning, development, and implementation of hockey programs; and (iii) marketing of Licensors's and Licensee's hockey programs.

10. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

11. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensors as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensors and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensors and Licensee each agree to give each insurance company which has issued, or in the future may

issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

12. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

13. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

14. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

15. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.

- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.
- d. If a mechanical failure shall occur at the Edge which would affect the quality of the ice, or the ability of the Village to allow use of the ice surfaces at the Arena in any way, the Licensee shall be relieved of paying any sum for use of that ice surface at the Arena otherwise due and owing under this License, until such time as the use of the ice surface at the Arena can resume. If monies have been paid for ice time not eligible for use as a result of a failure of the Licensor to provide such use, those sums shall be credited to the Licensee.

16. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

17. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Evan Summers, Village Manager
12 South Center Street
Bensenville, Illinois 60106
esummers@bensenville.il.us
and
Joseph Montana
Montana & Welch, LLC
192 North York Road
Elmhurst, IL 60126
(630) 501 – 0624 Elmhurst
(630) 607 – 0694 Fax
jmontana@montanawelch.com


ii. For Licensee:
Rick Patrone
Chicago Blues Hockey Club
22 Glenoble Court
Oak Brook, IL 60523
coachrick27@gmail.com

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

CHICAGO BLUES HOCKEY CLUB

By: _____
Evan Summers, Village Manager

By: 
Rick Patrone, President

Its PRESIDENT, 2/1/24

Attest: _____
Corey Williamsen, Deputy Village Clerk

Attest: _____
Secretary

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the CHICAGO BLUES HOCKEY CLUB, an Illinois Corporation** ("hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena.** Further, **I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee** due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment can be confiscated by rink staff if this policy is not adhered to. Costs for repairs or cleaning as a result of damages caused by members of the Chicago Blues Hockey Club shall be the passed on to the Chicago Blues Hockey Club.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- *All* tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$350.00
Keys	\$25.00
Locks	\$100.00
Showerhead	\$100.00
Outlet	\$50.00
Outlet Cover	\$20.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C
ICE TIME/SCHEDULE

A. Regular Ice Slots

In each annual operating year Licensee shall be responsible for purchasing certain specified ice slots from Licensor as listed below, from the day after Labor Day through and including the Thursday prior to the tier 2 state championships, specifically excluding Thanksgiving Day and the three days following such day, December 24 - January 1.

Monday

6:50 – 7:50 pm Jefferson West
8:00 – 9:00 pm Jefferson West
5:00 – 6:00 pm Jefferson East
6:10 – 7:10 pm Jefferson East
7:20 – 8:20 pm Jefferson East
8:30 – 9:30 pm Jefferson East

Tuesday

6:20 – 7:20 pm Jefferson West
7:30 – 9:00 pm Jefferson West
9:10 – 10:10 pm Jefferson West
5:00 – 6:30 pm Jefferson East
6:40 – 7:40 pm Jefferson East
7:50 – 8:50 pm Jefferson East
9:00 – 10:00 pm Jefferson East

Wednesday

5:10 – 5:55 pm Jefferson West
5:55 – 7:00 pm Jefferson West
7:10 – 8:10 pm Jefferson West
5:20 – 6:50 pm Jefferson East
7:00 – 8:00 pm Jefferson East
8:10 – 9:10 pm Jefferson East

Thursday

5:20 – 6:50 pm Jefferson West
7:00 – 8:00 pm Jefferson West
8:10 – 9:10 pm Jefferson West
9:20 – 10:20 pm Jefferson West
5:10 - 6:10 pm Jefferson East
6:20 - 7:20 pm Jefferson East
7:30 - 8:30 pm Jefferson East

Friday

5:00 – 6:00 pm John Street
6:10 – 7:10 pm John Street
7:20 – 8:20 pm John Street
8:30 – 9:30 pm John Street

Saturday

8:00 - 9:00 am Jefferson West
9:00 - 9:45 am Jefferson West
9:55 - 10:55 am Jefferson West
11:05 - 1:05 pm Jefferson West
1:15 - 2:20 pm Jefferson West
2:30 - 3:30 pm Jefferson West
3:40 - 5:00 pm Jefferson West
5:10 - 6:50 pm Jefferson West
1:00 - 2:00 pm Jefferson East
2:10 - 3:10 pm Jefferson East
3:20 - 4:30 pm Jefferson East
4:40 - 6:00 pm Jefferson East
6:10 - 7:40 pm Jefferson East

Sunday

8:00 - 9:00 am Jefferson West
9:10 - 10:10 am Jefferson West
10:20 - 11:30 am Jefferson West
11:40 - 12:50 pm Jefferson West
1:00 - 2:00 pm Jefferson West
2:10 - 4:00 pm Jefferson West
8:00 - 9:10 am Jefferson East
9:20 - 10:40 am Jefferson East
10:50 - 12:40 pm Jefferson East

B. Spring Ice Slots

In each Annual Operating Year, from the period beginning April 1st through and including May 31th, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

Monday

8:00 - 9:00 pm Jefferson West
9:10 - 10:10 pm Jefferson West
5:00 - 6:00 pm Jefferson East
6:10 - 7:10 pm Jefferson East

Tuesday

5:00 - 6:00 pm Jefferson West
6:10 - 7:10 pm Jefferson West
7:30 - 8:30 pm Jefferson East
8:40 - 9:40 pm Jefferson East

Wednesday

5:00 - 5:45 pm Jefferson West
5:45 - 6:45 pm Jefferson West
6:55 - 7:55 pm Jefferson West
8:05 - 9:05 pm Jefferson West
5:30 - 6:30 pm Jefferson East
6:40 - 7:40 pm Jefferson East

Thursday

5:00 - 6:00 pm Jefferson West
6:10 - 7:10 pm Jefferson West
5:10 - 6:10 pm Jefferson East
7:30 - 8:30 pm Jefferson East

Friday

5:30 - 6:30 pm Jefferson West
6:40 - 7:40 pm Jefferson West
6:30 - 7:30 pm Jefferson East

Saturday

8:10 - 9:10 am Jefferson East
9:20 - 10:20 am Jefferson East

Sunday

11:00 - 12:00 pm Jefferson East
12:10 - 1:10 am Jefferson East

C. Summer Ice Slots

In each Annual Operating Year, from the period beginning June 1st to August 14, Licensee hereby agrees to purchase two hundred (200) hours at times to be determined annually.

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**February 13, 2024**DESCRIPTION:**Resolution Authorizing the Execution of a Facility Rental Use Agreement with TCC Tournament LLC.***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The majority of ice arena facility rental revenues are generated through existing long term agreements that typically run from late August through late May on an annual basis. TCC Tournament LLC has expressed an interest in renting a minimum of 63 hours for the purpose of conducting two 1-week hockey schools during July at the Edge Ice Arenas.

KEY ISSUES:

The Village has fixed, variable and overhead operating costs that are associated with the Edge Ice Arenas. The Village can offset these expenses during the non-peak season at the Edge by generating sales revenues through in-house programming and facility usage agreements such as hockey schools, competitions, tryouts, camps and tournaments.

ALTERNATIVES:

- This Resolution requires approval by the Village Board. Should the Board not approve the Resolution, TCC Tournament LLC would not be entitled to use the Arenas under the terms of the proposed Facility Rental Use Agreement.
- Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of facility rental fees and amusement tax. Total revenues resulting from this agreement are \$17,000.00 and have been included in the 2024 annual budget.

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of a Facility Rental Use Agreement with TCC Tournament LLC.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

2/6/2024

Resolution Letter

Agreement

2/7/2024

Exhibit

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE RENTAL AGREEMENT WITH TCC TOURNAMENT LLC

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, the TCC TOURNAMENT LLC has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the TCC TOURNAMENT LLC.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 13th day of February, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Redmond Recreational Complex
Edge Ice Arenas
735 East Jefferson Street & 545 John Street
Bensenville, IL 60106
(630) 766-8888



FACILITY RENTAL USE AGREEMENT

CONTACT INFORMATION

Group Name: TCC Tournament LLC		
Contact Person: Chris Imes		Date: 2/13/2024
Mobile Phone: 630-442-9637	E-Mail: cdimes@live.com	
Land Line:		
Address: 856 S. Church Road		Apt./Unit:
City/State/Zip Code:	Bensenville, IL 60106	

FACILITY INFORMATION

Facility Rental <input type="checkbox"/> Memorial Field <input type="checkbox"/> Liberty Field <input type="checkbox"/> Soccer/Football Field <input type="checkbox"/> West Gazebo <input type="checkbox"/> East Gazebo	<input checked="" type="checkbox"/> Ice Arena <input type="checkbox"/> Lap Pool <input type="checkbox"/> Diving Pool <input type="checkbox"/> Ballet Room <input type="checkbox"/> AHAI Office	<input type="checkbox"/> Pavilion <input type="checkbox"/> Band Shell <input type="checkbox"/> Sky Box <input type="checkbox"/> Climbing Wall	Fee: Total is \$17,063.00 or \$256.72 per hour plus 5% Village Amusement tax. Details:
Date(s) Requesting: see page 6		Time Start: see page 6	

PAYMENT/METHOD

Method: Cash	Check	Debit/Credit	Invoice	Total:
Security Deposit:				Total:

NO RESERVATION IS COMPLETE OR BINDING UNTIL ALL FEES HAVE BEEN PAID

SPECIAL REQUEST/INSTRUCTIONS:

Customer shall be invoiced on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date

AGREEMENT OF RESPONSIBILITY

I agree to abide by any and all rules set by the Village of Bensenville and within this Agreement. I agree that I will be responsible for the conduct of my group, which has been granted the use of the above-named facilities. I further agree to reimburse the Village of Bensenville in full for the fee as agreed upon for the use of this facility as well as for any and all damage to the facility as assessed by the Village of Bensenville through its agents or employees following my use of the facility. This includes, but it is not limited to: defacing of property, buildings or structures, or the natural state of the facility or park; failure to fully clean the facility.

Signature: _____

Chris Imes

Date: _____

02/07/2024

OFFICE USE ONLY

Funds Received By:	
Event Facility Rental/Use Agreement Approved By:	Date:

FACILITY RENTAL POLICIES

GENERAL INFORMATION

- The Facility Renter shall be responsible for the condition of the Facility and the conduct of the group using the Facility.
- Facility rental hours shall be as set forth on page 6 of this Agreement.
- Consumption of alcohol at the Facility is prohibited.
- Users shall not deface or otherwise mark or damage any property of the Village located at or in the Facility.
- The Renter shall collect and place trash in the appropriate containers prior to leaving the Facility.
- The Renter shall have within his/her possession at all times during the use of the Facility, a copy of the Facility Rental/Use Agreement.

SUPERVISION

- Renters must be eighteen (18) years of age or older to rent Facilities.
- Appropriate supervision of all those who use the Facility as part of the individual Rental Agreement shall be the responsibility of the Renter.

ASSUMPTION OF RISK – SWIMMING POOLS/ICE SKATING ARENA

Renter, its employees, agents, members and invitees, assume all risks and hazards incidental to use of a Swimming Pool and/or Ice Skating Arena. As to swimming, these risks include, but are not limited to drowning, paralysis, the danger of being injured by or on pool surfaces, equipment, starting blocks, diving boards, swimmers, coaches, training apparatus, or any other element incidental to the operation of the Swimming Pool. As to skating, these risks include, but are not limited to, the danger of being injured by or on the ice surface, equipment, or any other element incidental to the operation of an Ice Arena. To the extent use of the Facility includes the use of electrical equipment near a water source, Renter fully understands and assumes any risk related thereto.

CLEAN-UP

- The Renter shall be solely responsible for cleaning the Facility after the event to the satisfaction of the Village.
- Inadequate clean-up shall result in loss of security deposit and/or additional fees for payment of necessary clean-up, as set forth in the attached Damages Fee Assessment.

FEES

- Fees for the rental shall be agreed upon between the Village and the Renter when the rental request submitted is approved by the Village, and will be noted on page 1 of the Facility Rental/Use Agreement.
- All aquatic rentals must have a credit card on file in the event of damages.
- Village staff may request a Security Deposit Fee, in addition to Facility Rental Fees, from the Renter for events require additional Village staff, resources, labor, set-up or planning.
- Any required Security Deposit Fees must be paid at the time the rental request is submitted. All other Facility Rental Fees must be paid prior to the schedule rental date.

CANCELLATION

- Facility rental reservations may be cancelled at any time.
- No refunds of rental fees shall be made.
- A 100% refund of the Security Deposit paid, if any, shall be refunded for cancelled rentals.

INSURANCE

- a. Coverage. Renter shall purchase and maintain general liability insurance during the full term of this Agreement naming the Village as an additional insured, on a primary basis and not contributing with or in excess of any other policy of insurance that may be available to the Village, for limits of liability of not less than (unless changed in writing):
 - i. Personal injury/death: \$1,000,000.00 per occurrence; and
 - ii. Property damage liability: \$500,000.00 per occurrence.
- b. Renter shall also maintain property damage coverage for all personal property of Renter stored or otherwise kept at the Facility in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. The Parties hereto each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Facility or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), each Party agrees to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

INDEMNIFICATION

- Renter shall indemnify, hold harmless, and defend the Village and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- The indemnification provided for in this section shall expressly extend to, but shall not be limited to, any injuries sustained by Renter and its managers, officers, agents, servants, and employees.

RETURN TO:

Village of Bensenville
Attn: Director Recreation & Community Programming
735 E. Jefferson Street
Bensenville, IL 60106

OR:

tfinner@bensenville.il.us

Waiver of Rights To Claims Based On Negligent Acts

EXPLANATION

This document is an agreement between you, your organization, and the Village of Bensenville. It states that you and Chris Imes Hockey will hold the Village of Bensenville, and each of its officers, agents and employees entirely harmless and free of liability for any and all negligent acts. You have the opportunity to speak with a representative of the Village of Bensenville for further explanation of the terms contained herein before signing.

AGREEMENT

I, the undersigned, hereby agree to relinquish all claims, suits, attorney fees, damages, liability and any and all future rights to the same based on any and all negligent acts or omissions of THE Village of Bensenville, its officers, agents and/or employees in connection with or incident to the use of the Facility by me or XXXXX organization as enumerated on page 1 of the Facility Rental/Use Agreement.

I, the undersigned, hereby acknowledge and agree that I have carefully read and fully understand the terms of this Waiver of Rights to Claims Base on Negligent Acts, and that I have been afforded the opportunity to request further explanation of the terms of this Waiver of Rights to Claims Based on Negligent Acts with an authorized representative of the Village. After acknowledging same, I am freely and voluntarily signing the Waiver of Rights to Claims based on Negligent Acts without any alteration of its original, printed, terms

Participant Name

Date

Participant Signature

Parent Signature if Participant is 18 or younger

DAMAGES FEE SCHEDULE

Price List for Damages

Your team will be held liable for all damages to locker rooms during the rental period. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$100.00
Damaged Bench	\$300.00
Keys	\$10.00
Locks	\$150.00
Showerhead	\$75.00
Outlet	\$40.00
Outlet Cover	\$25.00
Light Cover	\$150.00
Thermostat	\$750.00
Toilet	\$750.00
Sink	\$500.00
Toilet Partition	\$1000.00
Shower Partition	\$1000.00
Emergency Lights	\$750.00
Coat Hooks	\$450.00
Damaged Ceilings	\$1000.00 or cost to replace
Damaged Doors	\$1000.00 or cost to replace
Room Deodorizer	\$250.00

DETAILED FACILITY SCHEDULE

TCC Tournament LLC agrees to purchase all ice slots listed below as well as agreed upon ice times added throughout the season.

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>
Monday	7/8/24	8:00 AM	09:00 AM	East
Monday	7/8/24	9:10 AM	09:55 AM	East
Monday	7/8/24	10:05 AM	11:10 AM	East
Monday	7/8/24	11:20 AM	12:50 PM	East
Monday	7/8/24	1:00 PM	02:00 PM	East
Monday	7/8/24	2:10 PM	03:10 PM	East
Tuesday	7/9/24	8:00 AM	09:00 AM	East
Tuesday	7/9/24	9:10 AM	09:55 AM	East
Tuesday	7/9/24	10:05 AM	11:10 AM	East
Tuesday	7/9/24	11:20 AM	12:50 PM	East
Tuesday	7/9/24	1:00 PM	02:00 PM	East
Tuesday	7/9/24	2:10 PM	03:10 PM	East
Wednesday	7/10/24	8:00 AM	09:00 AM	East
Wednesday	7/10/24	9:10 AM	09:55 AM	East
Wednesday	7/10/24	10:05 AM	11:10 AM	East
Wednesday	7/10/24	11:20 AM	12:50 PM	East
Wednesday	7/10/24	1:00 PM	02:00 PM	East
Wednesday	7/10/24	2:10 PM	03:10 PM	East
Thursday	7/11/24	8:00 AM	09:00 AM	East
Thursday	7/11/24	9:10 AM	09:55 AM	East
Thursday	7/11/24	10:05 AM	11:10 AM	East
Thursday	7/11/24	11:20 AM	12:50 PM	East
Thursday	7/11/24	1:00 PM	02:00 PM	East
Thursday	7/11/24	2:10 PM	03:10 PM	East
Friday	7/12/24	8:00 AM	09:00 AM	East
Friday	7/12/24	9:10 AM	09:55 AM	East
Friday	7/12/24	10:05 AM	11:10 AM	East
Friday	7/12/24	11:20 AM	12:50 PM	East
Friday	7/12/24	1:00 PM	02:00 PM	East
Friday	7/12/24	2:10 PM	03:10 PM	East
Monday	7/15/24	8:00 AM	09:00 AM	East
Monday	7/15/24	9:10 AM	09:55 AM	East
Monday	7/15/24	10:05 AM	11:10 AM	East
Monday	7/15/24	11:20 AM	12:50 PM	East
Monday	7/15/24	1:00 PM	02:00 PM	East
Monday	7/15/24	2:10 PM	03:10 PM	East
Tuesday	7/16/24	8:00 AM	09:00 AM	East
Tuesday	7/16/24	9:10 AM	09:55 AM	East
Tuesday	7/16/24	10:05 AM	11:10 AM	East

Tuesday	7/16/24	11:20 AM	12:50 PM	East
Tuesday	7/16/24	1:00 PM	02:00 PM	East
Tuesday	7/16/24	2:10 PM	03:10 PM	East
Wednesday	7/17/24	8:00 AM	09:00 AM	East
Wednesday	7/17/24	9:10 AM	09:55 AM	East
Wednesday	7/17/24	10:05 AM	11:10 AM	East
Wednesday	7/17/24	11:20 AM	12:50 PM	East
Wednesday	7/17/24	1:00 PM	02:00 PM	East
Wednesday	7/17/24	2:10 PM	03:10 PM	East
Thursday	7/18/24	8:00 AM	09:00 AM	East
Thursday	7/18/24	9:10 AM	09:55 AM	East
Thursday	7/18/24	10:05 AM	11:10 AM	East
Thursday	7/18/24	11:20 AM	12:50 PM	East
Thursday	7/18/24	1:00 PM	02:00 PM	East
Thursday	7/18/24	2:10 PM	03:10 PM	East
Friday	7/19/24	8:00 AM	09:00 AM	East
Friday	7/19/24	9:10 AM	09:55 AM	East
Friday	7/19/24	10:05 AM	11:10 AM	East
Friday	7/19/24	11:20 AM	12:50 PM	East
Friday	7/19/24	1:00 PM	02:00 PM	East
Friday	7/19/24	2:10 PM	03:10 PM	East

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**February 13, 2024**DESCRIPTION:**Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chiefs Hockey Club***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Chiefs Hockey Club is a community based, recreational level youth hockey club that has skated out of the Edge Ice Arena for the past 25 years. The current agreement expires in August, 2024. Staff and representatives from the Chiefs Hockey Club have worked together to establish a new 7-year agreement at the Edge Ice Arenas that would go in effect on September 1, 2024 through August 31, 2031.

KEY ISSUES:

The Resolution presented approves an Ice Arena and Facility Usage License Agreement with the Chiefs Hockey Club. This agreement ensures that all Chiefs practice, home game, tryout and clinic ice will take place at the Edge Ice Arenas.

ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the Chiefs Hockey Club would not be entitled to use the Arenas under the terms of the proposed Ice Arena and Facility Usage License Agreement with the Chiefs Hockey Club.
- Recruit another tenant.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to start in year one at \$430,978.00 annually and will increase by 3% every year thereafter. These revenues are included in the 2024 annual budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing an Ice License and Facility Use Agreement with the Chiefs Hockey Club.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

2/6/2024

Resolution Letter

Signed Agreement

2/7/2024

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE
AGREEMENT WITH THE CHIEFS HOCKEY CLUB**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Chiefs Hockey Club, an Illinois Not for Profit Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, the Chiefs Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Chiefs Hockey Club.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 13th day of February 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage Non-Exclusive License (hereinafter "License") is made and entered into as of this 13th day of February, 2024, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The Chiefs Hockey Club, an Illinois Not-For-Profit Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Licensee and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on September 1, 2024 and shall continue for a period of seven (7) years (the "Term") until August 31, 2031. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration

date of the initial term or the then current renewal term. The Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal for the duration of the renewal term.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C" to this agreement. Licensee shall notify Licensor of a request for increased annual ice time prior to June 1st of each year of this agreement. Licensee agrees to schedule all pre-season clinics, checking clinics, tryouts, home games and practices at the Edge Ice Arenas.
- b. **Storage Containers.** During the term, Licensee shall be granted space for storage containers at the Edge on John and the Edge on Jefferson Street to located at the sole discretion of Licensor. Licensee shall indemnify Licensor from any and all claims resulting from the use of such storage containers.
- c. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion, which approval shall not be unreasonably withheld. All exchanges must be approved verbally, or in writing, by the Licensor's Superintendent of Ice Arenas or designee, forty-eight (48) hours prior to the earlier of ice times.
- d. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena ("Preempted Ice"). Preempted Ice can include ice time used for certain periodic tournaments and special events, such as, but not limited to: Greater Chicago Columbus Day Invitational, World Hockey Invite, Thanksgiving Weekend, Martin Luther King Day weekend, Mardi Gras Figure Skating Competition on first Saturday and Sunday in February, President's Day weekend, the Amateur Hockey Association of Illinois State hockey tournament, ACHA Regional and/or National tournaments, the 3rd weekend in April and the third weekend in May.

3. Scope

- a. This License authorizes Licensee to use the ice surface, common locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(c), herein.
- d. This License applies only to Licensee and its employees, agents, members, invitees and spectators.
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.
- f. This License requires Licensor to provide a location at Jefferson Street and a location at John Street to provide an equipment storage lock-box, a dedicated space for Licensee championship banners and trophy case, a single "stands facing" dasher board space for a Chiefs Hockey Club logo to be displayed at each of the three rinks of the Arena (free of charge), for Licensee provided logo, full sized center-ice logo at John Street, neutral zone logos at Jefferson East and Jefferson West and the right (free of charge and at no rental) to

affix a Licensee logo sign on the Jefferson facility façade, provided that the Chiefs Hockey Club bears the cost of acquisition, installation and all corresponding maintenance costs associated with the sign.

4. Payment

- a. Licensors shall invoice Licensee on the 15th day of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of \$515.00 per hour for all Fall, Winter and Spring season ice times and \$300.00 per hour for all Summer season ice times, which is defined as time between May 31 and July 15, for first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) for each subsequent year of the License.
- c. A late fee of five percent (5%) per month will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. The Licensors shall charge Fifty Dollars (\$50.00) in addition to the face amount of a check returned for non-sufficient funds or one which must be resubmitted for payment regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Licensee is also subject to the Licensors' Amusement Tax, and any amendment thereto. The amusement tax is currently five percent (5%) at the signing of this License. Invoices tendered to Licensee shall include the Amusement Tax as a required payment.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensors reserve the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. Notwithstanding this right, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensors hereby reserve the right to cancel any future commitments made by Licensors to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.
- g. Upon Licensee's failure to pay any sums due hereunder, Licensors also reserve the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisfied.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensors, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 *et seq.* In addition to the remedies provided for in Section 3-19-6, Licensors shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and/or spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B", attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in "Exhibit B" for the damages listed caused by Licensee or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for reasonable crowd control, if necessary, by trained and qualified personnel, at any games and events sponsored or held by Licensee.
- d. Licensee shall maintain the Arena in the same condition as received, subject to normal wear and tear.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor. This shall include costs associated with cleaning or repairs resulting from shooting, stickhandling, strength training and/or conditioning at any areas outside of the ice surfaces.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - ☐ American Athletic Association
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from

- date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensors option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to Licensors within a reasonable time after they have been executed.
 - l. Licensee shall hire, compensate, and be responsible for the certification and screening of all of Licensees bench and other coaches. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.
 - m. Licensee shall notify its members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensors.

8. Duties of Licensors.

- a. Licensors shall provide the ice rink, locker room, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C."
- b. Licensors shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." For hockey games, Licensors shall provide all necessary ice resurfacing as mandated by league rules. Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensors shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensors shall notify Licensee of any material breach of this License. Licensee shall grant Licensors thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensors to remedy any such breach shall result in termination of this License at Licensees option.

9. Licensors / Licensee Communications.

Licensors shall designate a duly authorized employee or officer to meet with a Licensee-designated committee once per month at a time to be determined by both parties. These meetings shall be for the purpose of addressing all issues relating to Licensees use of the facilities and/or this License Agreement, including, but not limited to, (i) the scheduling of ice and use of the facilities; (ii) the planning, development, and implementation of hockey programs; and (iii) marketing of Licensors and Licensees hockey programs.

10. Assumption of Risk.

Licensee, Licensees employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

11. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensors as an additional insured, for limits of liability of not less than:

- i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensors and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensors and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

12. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensors and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensors and its managers, officers, agents, servants, and employees.

13. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensors reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensors reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensors shall give Licensee ten (10) days written notice of Licensors' intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensors shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

14. Excuse of Performance.

- a. Licensors and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or

resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.

- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

15. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee is in full compliance with this License.
- d. If a mechanical failure shall occur at the Edge which would affect the quality of the ice, or the ability of the Village to allow use of the ice surfaces at the Arena in any way, the Licensee shall be relieved of paying any sum for use of that ice surface at the Arena otherwise due and owing under this License, until such time as the use of the ice surface at the Arena can resume. If monies have been paid for ice time not eligible for use as a result of a failure of the Licensor to provide such use, those sums shall be credited to the Licensee.

16. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.

- g. Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

17. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:

Village of Bensenville
Attn: Evan Summers, Village Manager
12 South Center Street
Bensenville, Illinois 60106
esummers@bensenville.il.us

and

Joseph Montana
Montana & Welch, LLC
192 North York Road
Elmhurst, IL 60126
(630) 501 – 0624 Elmhurst
(630) 607 – 0694 Fax
jmontana@montanawelch.com

ii. For Licensee:

Ashley Romano
Chiefs Hockey Club
750 S. Kearsage Avenue
Elmhurst, IL 60126
ashleyromano716@gmail.com

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: _____
Evan Summers, Village Manager

Attest: _____
Corey Williamsen, Deputy Village Clerk

CHIEFS HOCKEY CLUB

By: Ashley Romano, President
Ashley Romano, President
Its _____

Attest: Margaret A. Schweitzer
~~Secretary~~
Witness, Margaret A. Schweitzer

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the CHIEFS HOCKEY CLUB, an Illinois Corporation (" hereafter referred to as the "Licensee").** I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena.** Further, **I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant
if participant is under eighteen (18) years of
age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment can be confiscated by rink staff if this policy is not adhered to. Costs for repairs or cleaning as a result of damages caused by members of the Chiefs Hockey Club shall be the passed on to the Chiefs Hockey Club.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date_____ Team and Association_____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room #_____

Time of day key is checked out_____

Responsible party printed name_____

NOTE EXISTING DAMAGE_____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature_____

Witness (Edge Staff)_____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance_____

Employee name that inspected locker room and received key_____

Time of day key returned_____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$350.00
Keys	\$25.00
Locks	\$100.00
Showerhead	\$100.00
Outlet	\$50.00
Outlet Cover	\$20.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C
ICE TIME/SCHEDULE

A. Regular Ice Slots

In each annual operating year Licensee shall be responsible for purchasing certain specified ice slots from Licensor as listed below, from the day after Labor Day through and including the Thursday prior to the tier 2 state championships, specifically excluding Thanksgiving Day and the three days following such day, December 24 - January 1.

Monday

5:40 - 6:40 pm West
5:15 - 6:15 pm John St
9:05 - 10:05 pm John St

Tuesday

5:10 - 6:10 pm West
5:00 - 6:00 pm John St
6:10 - 7:10 pm John St

Wednesday

8:20 - 9:20 pm West
5:30 - 6:30 pm John St
9:20 - 10:20 pm John St

Thursday

8:40 - 9:50 pm East
5:00 - 6:00 pm
6:10 - 7:10 pm

Friday

5:40 - 6:40 pm West
5:10 - 6:10 pm East
6:20 - 7:20 pm East
7:30 - 8:30 pm East

Saturday

8:10 - 9:10 am East
9:20 - 10:20 am East
10:30 - 11:30 am East
11:40 - 12:50 pm East
11:00 - 12:00 pm John St
12:10 - 1:20 pm John St
1:30 - 2:40 pm John St
2:50 - 4:00 pm John St

Sunday

4:10 - 5:10 pm West
12:50 - 1:50 pm East
2:00 - 3:00 pm East
3:10 - 4:20 pm East
4:30 - 5:40 pm East
5:50 - 7:00 pm East
8:00 - 9:00 am John St
12:30 - 1:40 pm John St
1:50 - 3:00 pm John St

B. Spring Ice Slots

In each Annual Operating Year, from the period beginning April 1st through and including May 31th, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

Monday

5:40 - 6:40 pm West

6:50 - 7:50 pm West

Friday

5:20 - 6:20 pm East

Tuesday

5:10 - 6:10 pm East

6:20 - 7:20 pm East

Saturday

8:00 - 9:00 am West

9:10 - 10:10 am West

10:20 - 11:20 am West

Wednesday

9:15 - 10:15 pm West

Sunday

3:50 - 4:50 pm West

5:00 - 6:00 pm West

3:00 - 4:00 pm East

4:10 - 5:10 pm East

Thursday

7:20 - 8:20 pm West

8:30 - 9:30 pm West