Village Board

Village President
Frank DeSimone

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

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois
VILLAGE BOARD
COMMITTEE OF THE WHOLE
AGENDA
6:30 PM October 17, 2017

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. *September 19, 2017 Committee of the Whole Meeting Minutes*

VI. **REPORTS OF VILLAGE DEPARTMENTS**

A. Administration

1. *Consideration of a Resolution Adopting the 2018 Meeting Schedules for the Village of Bensenville*

2. *Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Three for Title Three of the Bensenville Village Code with Regard to Various Liquor Regulations*

B. Community and Economic Development

1. *Consideration of an Ordinance Denying a Conditional Use Permit, Laundry Drop Off Stations and Laundromats for the applicant Fluff N Stuff Laundry, located at 1105 S York Road.*

2. *Consideration of Rezoning 514 East Pine Avenue from RM-1 to RS-5 for the Applicant, Village of Bensenville*

3. *Consideration of a Motion Adopting Changes to the Façade Improvement Program*

C. Finance

1. *Consideration of a Resolution Establishing the Tax Levy Estimate in the Amount of $5,280,588 for 2017 Per the Truth in Taxation Act*

State Law requires the Village to approve a property tax levy "estimate" at least 20

days prior to formally approving the levy. The proposed 2017 levy is 2% higher than the 2016 levy for capped funds.We are hoping to get the final levy approved in the Board meeting of November 14, 2017 and in order to get it done, we will need to approve the estimate during the Board meeting of October 24, 2017.

2. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $17,975,000 series 2011A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

3. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $7,205,000 series 2011B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

4. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,380,000 series 2011C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

5. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,630,000 series 2011D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

6. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,730,000 series 2012A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

7. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $945,000 series 2012B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

8. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,400,000 series 2012C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

9. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $5,345,000 series 2012E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

10. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $3,785,000 series 2013A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

11. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $8,000,000 series 2013E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

12. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,625,000 series 2014A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

13. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $6,815000 series 2014B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

14. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,185,000 series 2014D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

15. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $2,425,000 series 2014E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

D. Police Department – No Report

E. Public Works

1. *Informational Discussion on the Ride DuPage Transportation Program*

2. *Consideration of a Resolution Authorizing Payment to All Seasons Plumbing and Sewer, Inc. for the Emergency Repair of a Sanitary Sewer at 434 Barron Street in the Not-to-Exceed amount of $11,000*

3. *Consideration of a Resolution Authorizing Payment to Ex-Stint Plumbing for the Emergency Repair of a Sanitary Sewer at 517 W. Green in the Not-to-Exceed Amount of $15,000*

4. *Consideration of a Resolution Authorizing the Execution of a Franchise Agreement with Level 3 Communications, LLC to install Telecommunications within the Village of Bensenville Right-of-Way*

5. *Consideration of a Resolution Establishing Guidelines and Procedures for the 2017-2018 Senior / Disabled Snow Removal Program*

6. *Consideration of a Resolution Authorizing the Execution of a Contract with Thomas Herrera for the Senior / Disabled Snow Removal Program*

7. *Consideration of a Resolution Authorizing the Execution of a Contract with Carrera Landscaping for the Senior / Disabled Snow Removal Program*

8. *Consideration of a Resolution Authorizing the Execution of a Contract with Green Horizon Landscaping, LLC for the Senior / Disabled Snow Removal Program*

9. *Consideration of a Resolution Authorizing the Execution of a Contract with Sean Milnes (dba CTS Services, LLC) for the Senior / Disabled Snow Removal Program*

10. *Consideration of a Resolution Authorizing the Execution of a Contract with TMW Enterprises for the Senior / Disabled Snow Removal Program*

11. *Consideration of a Resolution Authorizing the Execution of a Contract with DiNatale Construction for the Senior / Disabled Snow Removal Program*

12. *Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Snow Removal Program*

13. *Consideration of a Resolution Authorizing the Execution of a Contract with ADT Management & Son Landscaping Services for the Senior / Disabled Snow Removal Program*

14. *Discussion regarding the Removal of the Underground Storage Tank (UST) at the Wastewater Treatment Plant*

15. *A Presentation about Public Works Snow and Ice Management Program Strategy*

16. *Consideration of a Resolution Authorizing the Purchase of Seasonal Decorations from Display Sales in the Not to Exceed Amount of $19,870*

F. Recreation

1. *Consideration of a Resolution Authorizing the Execution of a License Agreement with The Sin Bin Hockey Shop, Inc.*

VII. INFORMATIONAL ITEMS

1. *Concept Review of Expanded Business Operations of O'Hare Auto Body and Associated Businesses*

VIII. UNFINISHED BUSINESS

IX. EXECUTIVE SESSION

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

X. ADJOURNMENT

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Minutes	Corey Williamsen	Village Clerk's Office	October 17, 2017

DESCRIPTION:
September 19, 2017 Committee of the Whole Meeting Minutes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: **DATE:**

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

ATTACHMENTS:

Description	Upload Date	Type
DRAFT_170919_COW	10/11/2017	Cover Memo

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

MINUTES OF THE COMMITTEE OF THE WHOLE
September 19, 2017

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

PRESENT: Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

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

Absent: Perez

Village Clerk, Nancy Quinn, was also present.

A quorum was present.

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

Public Comment: There was no public comment.

Approval of Minutes: The August 14, 2017 Special Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

The August 15, 2017 Committee of the Whole Meeting minutes were presented.

Motion: Trustee Jaworska made a motion to approve the minutes as presented. Trustee Panicola seconded the motion.

All were in favor. Motion carried.

DRAFT

1000 W. Greet St.: Village Manager, Evan Summers, presented an Ordinance Approving a Conditional Use Permit, Electronic Message Board Sign and Variances, Monument Sign (area and height) for the applicant Fenton Community High School District 100, located at 1000 West Green Street.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

G.W. & Associates: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of the Audit Agreement with G.W. & Associates, PC for the Fiscal Year 2017, 2018 and 2019.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

NPDES Program: Village Manager, Evan Summers, presented a Resolution Approving an Intergovernmental Agreement (IGA) between Village of Bensenville and DuPage County Regarding the NPDES Program in the Des Plaines River and Salt Creek Watersheds.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

DRAFT

2018 CDBG Application: Village Manager, Evan Summers, presented a Resolution Authorizing the Application to Seek a Community Development Block (CDBG) assistance for the 2018 Annual Residential Streetlight Project.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

LiveBarn: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Venue Agreement with LiveBarn, Inc.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Informational Items: Trustee Jaworska reminded all of the Rotary Club of Bensenville and Wood Dale 2017 quarterly social event being held at the Bensenville Community Public Library on September 21, 2017 at 4:30 p.m.

Trustee Franz reminded all of the Neighborhood Watch Meeting on September 21, 2017.

Unfinished Business: There was no unfinished business.

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

DRAFT

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:48 p.m.

DRAFT

Corey Williamsen
Deputy Village Clerk
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ___ day, October 2017

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	M. Ribando	Village Manager's Office	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Adopting the 2018 Meeting Schedules for the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

Annual meeting schedules for the Village Board and the Committee of the Whole need to be approved by the Board prior to the commencement of the 2018 calendar year. The proposed schedules are attached. These schedules are consistent with those approved for 2017 by the Village Board.

KEY ISSUES:

Pursuant to the Open Meetings Act, these schedules establish regular monthly meeting schedule for the Village Board and the Committee of the Whole while providing flexibility to respond to mission critical or other time sensitive matters.

The following are dates worth noting:

- One meeting date in the months of July, November, and December.

ALTERNATIVES:

- Board discretion.
- Alternate dates provided by the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution adopting the Village of Bensenville meeting schedule for 2018.

BUDGET IMPACT:

N/A.

ACTION REQUIRED:

Approval of the Resolution adopting the 2018 Village of Bensenville meeting schedule.

ATTACHMENTS:

Description	Upload Date	Type
2018 Board Meeting Schedule	10/11/2017	Cover Memo
2018 COW Meeting Schedule	10/11/2017	Cover Memo
Resolution	10/11/2017	Cover Memo

Village of Bensenville

Board of Trustees Meeting Schedule

Calendar Year 2018

The Board meeting schedule for Calendar Year 2018 is hereby established to provide for regular Board of Trustee meetings on the dates listed below. Unless indicated otherwise, all regular Board of Trustee meetings shall be held in the Board Room at 12 South Center Street, Bensenville, IL and shall commence at 6:30 p.m. on the second and fourth Tuesday of each month.

January 9, 2018

January 23, 2018

February 13, 2018

February 27, 2018

March 13, 2018

March 27, 2018

April 10, 2018

April 24, 2018

May 8, 2018

May 22, 2018

June 12, 2018

June 26, 2018

July 17, 2018*

August 14, 2018

August 28, 2018

September 11, 2018

September 25, 2018

October 9, 2018

October 23, 2018

November 13, 2018*

December 18, 2018*

*** Donates one Board Meeting for the month.**

Village of Bensenville

Village Board Schedule for the Committee of the Whole

Calendar Year 2018

The following is the 2018 Committee of the Whole schedule. This schedule is hereby established to provide for the regular Committee of the Whole meetings on the dates listed below. Unless otherwise indicated, all regular meetings begin at 6:30 p.m. on the third Tuesdays of the month with the exception of the month of November. All committee meetings will be held at 6:30p.m. unless indicated otherwise. All regular and special Committee of the Whole meetings shall be held in the upstairs Board Room at 12 South Center Street, Bensenville, IL.

January 16, 2018

February 20, 2018

March 20, 2018

April 17, 2018

May 15, 2018

June 19, 2018

July 17, 2018*

August 21, 2018

September 18, 2018

October 16, 2018

November 13, 2018*

December 18, 2018*

***Meeting begins at 6pm.**

RESOLUTION NO.

RESOLUTION ADOPTING MEETING SCHEDULES FOR THE VILLAGE BOARD AND THE COMMITTEE OF THE WHOLE FOR THE 2018 CALENDAR YEAR

WHEREAS, the Village of Bensenville, is a unit of local government in the State of Illinois; and

WHEREAS, the Village is subject to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.;* and

WHEREAS, pursuant to Section 120/2.03 of the Illinois Open Meetings Act, the Village Board provides for the adoption of an annual schedule of meetings of the Village Board and the Committee of the Whole; and

WHEREAS, the Village Board has reviewed schedules for its Board meetings and Committee of the Whole Meetings for the calendar year 2018, both of which schedules are attached hereto and incorporated herein by reference as Exhibit "A."

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: That the meeting schedules for the Village Board and the Committee of the Whole for calendar year 2018 as set forth in Exhibit "A," is hereby adopted.

SECTION THREE The Village Clerk is hereby directed to post the notice of the calendar of meetings for both the Village Board and the Committee of the Whole for the year 2018 in a prominent location at Village Hall, and, further to provide a copy of this Resolution with Exhibit "A" attached hereto to those news mediate which have filed an annual

request for notice as provided in paragraph (b) of Section 2.02 of the Illinois Open Meetings Act.

SECTION FOUR: This Resolution shall take effect no sooner than 10 days after notice by publication has been given as set forth herein.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 24th day of October, 2018.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	M. Ribando	Village Manager's Office	October 17, 2017

DESCRIPTION:
Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Three for Title Three of the Bensenville Village Code with Regard to Various Liquor Regulations

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:
Review of liquor regulation codified in Chapter Three of Title Three of the Bensenville Village Code do not provide for needed licensing requirements and procedures.

KEY ISSUES:
The proposed amendments to Bensenville Village Code clarify and provide additional regulations and revocation procedures.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends adoption of Ordinance.

BUDGET IMPACT:
N/A

ACTION REQUIRED:
Approval of the Ordinance amending Village liquor regulations.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/12/2017	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AMENDING CHAPTER THREE OF TITLE THREE OF THE BENSENVILLE VILLAGE CODE WITH REGARD TO VARIOUS LIQUOR REGULATIONS

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville (the ("*Corporate Authorities*") have the power and authority to amend the Bensenville Village Code as deemed necessary and advisable; and

WHEREAS, the Corporate Authorities are charged with the responsibility of establishing the requirements for the issuance or renewal of liquor licenses and the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, pursuant to such authority, the Corporate Authorities find that it is in the best interest of the residents of the Village to amend the liquor regulations contained in the Bensenville Village Code, as herein provided.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to amend the Bensenville Village Code for the purpose set forth herein and that the adoption of this Ordinance is in the best interests of the Village.

Section 3. Section 3-3-1 ("*Definitions*") of Chapter Three ("*Liquor Regulations*") of Title 3 ("*Business Regulations*") of the Bensenville Village Code, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-3-1: DEFINITIONS:

<u>VILLAGE PRESIDENT: The President and Chief Executive Officer of the Village</u>

<u>LOCAL LIQUOR COMMISSIONER: The Village President</u>

Section 4. Section 3-3-4 ("*Restriction on Licenses*") of Chapter Three ("*Liquor Regulations*") of Title 3 ("*Business Regulations*") of the Bensenville Village Code, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-3-4: RESTRICTION ON LICENSES:

<u>U.</u> <u>Any person, partnership, corporation or entity seeking or renewing a license theretofore that failed to obtain, maintain or pay for such other licenses and permits from the village as may be necessary under any applicable ordinances, regulations or laws for the operation of such business or businesses of the applicant</u>.

Section 5. Section 3-3-10 ("*Transfer or Renewal of License*") of Chapter Three ("*Liquor Regulations*") of Title 3 ("*Business Regulations*") of the Bensenville Village Code, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-3-10: TRANSFER OR RENEWAL OF LICENSE:

A. A license shall be purely a personal privilege, good for a period not to exceed one year after issuance unless sooner revoked according to law,

and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, or subject to being encumbered or hypothecated, but shall cease upon the death of the licensee; provided, that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy, until the expiration of such license, but not longer than six (6) months after the death, bankruptcy or insolvency of such licensee.

B. Any licensee may renew his license at the expiration thereof, provided he is then qualified to receive a license and the premises for which such renewal is sought are suitable for such purpose; and provided further, that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the president and board of trustees of the village from decreasing the number of licenses to be issued within the jurisdiction of said president and board of trustees.

C. No license may be transferred or moved to a new location without approval of the corporate authorities. Any license issued ~~after January 1, 1990,~~ shall lapse and be declared forfeited and revoked automatically by order of the village president if the licensee ~~shall~~ voluntarily terminates, closes the premises or cease doing business for more than ~~six (6) months~~ thirty (30) successive days without written permission from the village president beforehand.

Section 6. Section 3-3-21 ("*Suspension or Revocation of License*") of Chapter Three ("*Liquor Regulations*") of Title 3 ("*Business Regulations*") of the Bensenville Village Code, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-3-21: SUSPENSION OR REVOCATION OF LICENSE:

The village president may suspend or revoke any liquor dealer's license for any violation of any provision of this code or any violation of any state statute pertaining to the sale of alcoholic liquor. Appeals from the decision of the local liquor control commissioner shall be taken to the Illinois Liquor Control Commission in the manner provided by the Illinois Liquor Control Act, as from time to time supplemented and amended. Every review by the Illinois Liquor

Control Commission shall be limited to a review of the official record of the proceedings of the local liquor control commissioner.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 8. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall take effect upon its passage, approval and publication as required by law.

(*Intentionally Left Blank*)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of October 2017, pursuant to a roll call vote, as follows:

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Public Hearing	K. Pozsgay	CED	10.17.17

DESCRIPTION:

Consideration of an Ordinance Denying a Conditional Use Permit, Laundry Drop Off Stations and Laundromats for the applicant Fluff N Stuff Laundry, located at 1105 S York Road.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10.17.17

BACKGROUND:

1. The Petitioner is seeking a Conditional Use Permit to allow for a laundromat with onsite pick up and deliveries at 1105 S. York Road, Unit 10. The site is located in Brentwood Commons Shopping Center.
2. The proposed space is 14,000 square feet. The laundromat will be open 24 hours a day, 7 days a week. It will occupy about 8,600 square feet and will leave about 5,400 square feet for a dry cleaner to go in as a subtenant, or to expand the space to include dry cleaning services in the future. They estimate roughly 1,200 customers per week. The equipment investment will be approximately one million dollars for machines and dryers, which are all state of the art. The facility will be an all card operation, so there will be no cash for use of the machines. The overall investment to the property, including the build out and the equipment is estimated to be close to 1.4 million dollars.
3. Staff has concerns with capacity of existing infrastructure to handle the waste water as there is only a 5 inch line with known issues. And therefore without additional information from the applicant cannot recommend approval.

KEY ISSUES:

1) Police have concern with safety regarding the use of a 24/7 laundromat.
2) Public Works and Engineering have some serious concerns about the capacity of our sewage system to handle the resulting water outflows.
3) Economic Development has concerns with the market need for an additional laundromat, as several exist within close proximity.
4) Economic Development has concerns with space being utilized by a non-sales tax producing business.
5) Planning has concerns with parking.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

1. The staff respectfully recommends that the Conditional Use be denied.
2. At the Public Hearing on October 3, 2017, the Community Development Commission voted unanimously (6-0) to recommend denial of the requests. Motion passed for denial.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance denying Conditional Use Permit for the applicant Fluff N Stuff Laundry, located at 1105 S York Rd.

ATTACHMENTS:

Description	Upload Date	Type
Aerial & Zoning Maps	8/25/2017	Backup Material
Legal Notice	8/25/2017	Backup Material
Application	8/29/2017	Backup Material
Staff Report	8/30/2017	Executive Summary
Plans	8/25/2017	Backup Material
Potential Design Pictures	8/25/2017	Backup Material
Applicant Attorney letter #1	9/26/2017	Backup Material
Applicant Attorney letter #2	9/26/2017	Backup Material
Neighbor's letter	9/26/2017	Backup Material
Village Public Works/Engineering letter	9/26/2017	Backup Material
Draft Ordinance	10/10/2017	Ordinance

CDC#2017 - 21

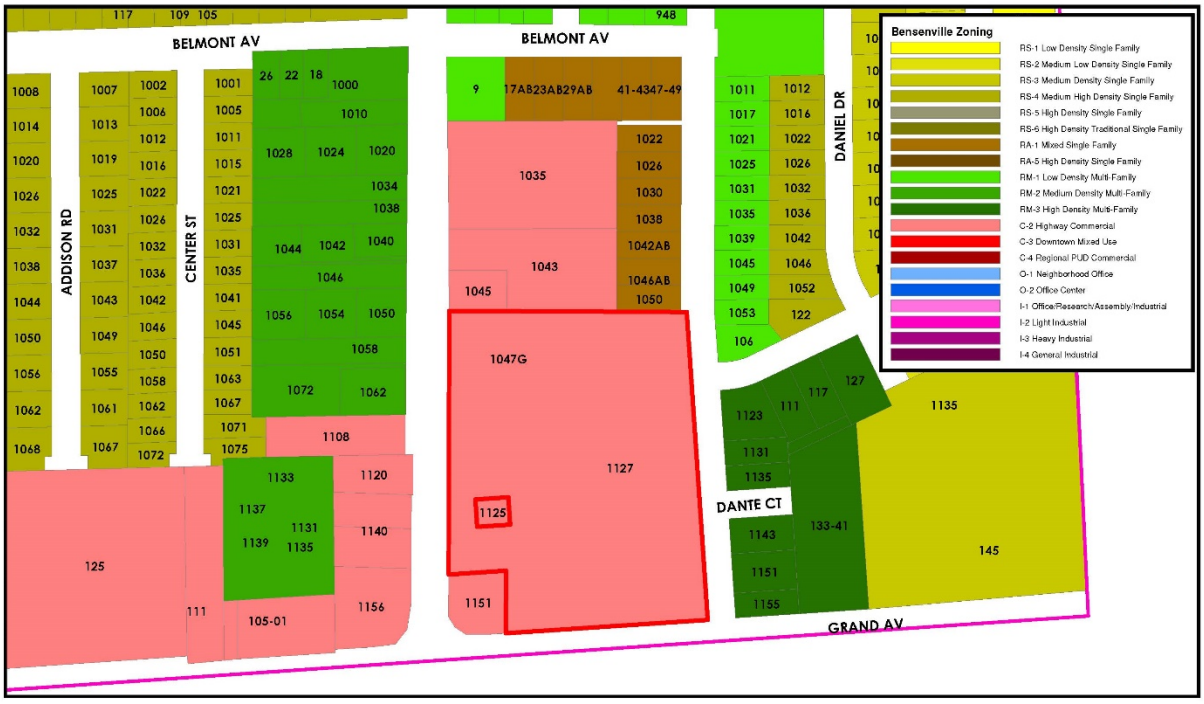
1104 S York Road
Fluff 'N Stuff
Conditional Use Permit; Laundromat and Dry Cleaner

Village of Bensenville

1105 S York Rd

Village of Bensenville

Zoning Map



LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, September 5, 2017 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2017 – 21 to consider a request for variances for a porch in the front yard:

Conditional Use Permit, Dry Cleaner and Laundry Drop Off Stations and Laundromats, Municipal Code Section 10 – 7B – 3

1105 South York Road Unit 10 is in a C – 2 Highway Commercial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

THAT PART OF LOT 271 IN BRENTWOOD TERRACE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 271 , FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 271, A DISTANCE OF 740.0 FEET TO THE SOUTHEAST CORNER OF CANTRELL BROTHERS RESUBDIVISION IN THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WESTERLY ALONG THE MOST SOUTHERLY LINE OF SAID CANTRELL BROTHERS RESUBDIVISION AND SAID SOUTHERLY LINE EXTENDED FOR A DISTANCE OF 579.8 FEET TO A POINT IN THE WEST LINE OF SAID LOT 271, SAID POINT BEING 620.0 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 271; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 271 FOR A DISTANCE OF 634.2 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF GRAND AVENUE, 150.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF YORK ROAD, 150.0 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 271 , A DISTANCE OF 484.0 FEET TO THE POINT OF BEGINNING IN BRENTWOOD TERRACE, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 24 AND THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1956 AS DOCUMENT NUMBER 823155 AND CERTIFICATES OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT NUMBER 826909 AND SEPTEMBER 12, 1057 AS DOCUMENT NUMBER 856155, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH BENEFICIAL EASEMENT RIGHTS ASGRANTED BY THE EASEMENT AGREEMENT DATED FEBRUARY 28, 2011, BETWEEN FW IL-BRENTWOOD COMMONS, LLC AND PNC BANK, NATIONAL ASSOCIATION (TO BE RECORDED)

Commonly known as 1145 South York Road, Bensenville, IL 60106.

Brentwood Commons Station LLC, 11501 Northlake Dr., Cincinnati OH 45249 is the owner and Fluff ‘N Stuff Laundry, LLC, 110 N. York Rd., Elmhurst IL 60126 the applicant for the subject property for this CDC Case No. 2017 - 21 and Public Hearing.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the

Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through September 5, 2017 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
August 17, 2017

Hunt, Aranda & Subach, Ltd.
ATTORNEYS AT LAW

THOMAS CASEY HUNT
LOUIS B. ARANDA
MARSHALL J. SUBACH
STEPHEN SPIEGEL

Of Counsel
Daniel J. Kaiser
Mariam L. Hafezi Qualman
Brad S. Telander
Philip D. Blomberg

1035 S. York Road
Bensenville, IL 60106
Phone 630-860-7800
Fax 630-860-8283
www.7800Law.com

July 27, 2017

Mr. Scott Viger
Community Development Director
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

RE: FLUFF 'N STUFF
1105 S. York Road, Bensenville, Illinois
Brentwood Commons

Response Letter Conditional Use Permit Laundromat in C-2 Highway Commercial District

Dear Mr. Viger:

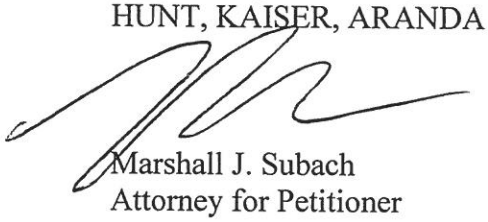
Please be advised that my office represent the Petitioner, Fluff 'N Stuff. The Petitioner is seeking a Conditional Use Permit to allow for a laundromat with onsite pick up and deliveries at 1105 S. York Road, Unit 10, Bensenville, Illinois 60106. The site is located in Brentwood Commons. My client is also seeking a Conditional Use for a dry cleaning services as either as a part of the laundromat or as separate subtenant in the space to be added in the future.

In the way of background, the proposed space is 14,000 square feet. The laundromat will be open 24 hours a day, 7 days a week. The laundromat will occupy about 8600 square feet and will leave about 5400 square feet for a dry cleaner to go in as a subtenant, or for my client to expand the space to include dry cleaning services in the future.

My client's intended use is for a high-end state of the art laundromat. The laundromat will provide customers the ability to do their laundry in the facility as well as provide drop off services. My client estimates that approximately 1,200 people per week will use the facility.

My client is working with Laundry Concepts, who is the provider of the laundry equipment. The equipment investment will be approximately one million dollars for machines and dryers, which are all state of the art. The facility will be an all card operation, so there will be no cash for use of the machines. The overall investment to the property, including the build out and the equipment is estimated to be close to 1.4 million dollars.

Respectfully submitted,
HUNT, KAISER, ARANDA & SUBACH, LTD.



Marshall J. Subach
Attorney for Petitioner

My client will install 70 washers in various sizes from 20 pounds to 100-pound capacity. There will also be 68 dryers.

In support of the Conditional Use Permit, the Petitioner responds as follows:

1. **Traffic:**

   There will be no adverse impact on traffic or parking. My client will have 3 parking spaces on the west façade with signage stating 10 min parking for loading and unloading. There is also 10 spaces north of the detention basis.

2. **Environmental Nuisance:**

   There will be no environmental nuisance as a result of the laundromat or future dry cleaners. My client expects to use approximately 5,000,000 gallons of water per year. All dry cleaning services are regulated by the State of Illinois. There will not be any adverse effect on noise, glare, odor, dust, or waste disposal as a result of the approval of the Condition Use as all services are contained indoors.

3. **Neighborhood Character:**

   The proposed laundromat will fit harmoniously with the existing business located in the shopping center. The new business will not compete with the other business, but will draw additional people to the other businesses. A typical customer may do some shopping or eating at an existing business while doing their laundry.

4. **Use of Public Services and Facilities:**

   Other than higher than typical water uses, the proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in a C-2 Commercial District.

5. **Public Necessity:**

   The proposed laundromat use will be a great addition to the Village of Bensenville. Although there is a laundromat located on Grand Avenue, this new, state of the art facility will be able to handle much larger amounts of customers. In addition, the 24 hour availability will assist those residents that may work third shift and want to do laundry after work or at off peak hours.

6. **Other Factors:**

   The proposed development will be filing a vacancy in the Brentwood Commons with a business that will produce a high volume of people from not just Bensenville but also surrounding communities.

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE:	August 1, 2017
CASE #:	2017 – 21
PROPERTY:	1105 S York Road
PROPERTY OWNER:	Brentwood Commons
APPLICANT	Fluff N Stuff Laundry
SITE SIZE:	430,938 SF
UNIT SIZE:	14,000 SF
PIN NUMBERS:	03-25-100-024
ZONING:	C – 2 Highway Commercial District
REQUEST:	Conditional Use Permit, Dry Cleaner, and Laundry Drop Off Stations and Laundromats, Municipal Code Section 10 – 7B – 3

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday August 17, 2017. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted two Notice of Public Hearing signs on the property, visible from the public way on Friday August 18, 2017.
3. On Friday August 18, 2017, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is seeking a Conditional Use Permit to allow for a laundromat with onsite pick up and deliveries at 1105 S. York Road, Unit 10. The site is located in Brentwood Commons. They are also seeking a Conditional Use for a dry cleaning services as either a part of the laundromat or as separate subtenant in the space to be added in the future. The proposed space is 14,000 square feet. The laundromat will be open 24 hours a day, 7 days a week. It will occupy about 8,600 square feet and will leave about 5,400 square feet for a dry cleaner to go in as a subtenant, or to expand the space to include dry cleaning services in the future. They estimate roughly 1,200 customers per week. The equipment investment will be approximately one million dollars for machines and dryers, which are all state of the art. The facility will be an all card operation, so there will be no cash for use of the machines. The overall investment to the property, including the build out and the equipment is estimated to be close to 1.4 million dollars.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 2	Commercial	Regional Commercial	Village of Bensenville
North	RA – 1	Residential	Multi Family Residential	Village of Bensenville
South	R4	Residential	High Density Multi Family Residential	Elmhurst
East	RM – 1	Residential	Multi Family Residential	Village of Bensenville
West	RM – 2	Residential	Multi Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

S*UPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

Finance:
No issues.

Police:
The proposed use of the property for a 24/7 laundromat does create law enforcement concerns. The property is set back in the corner of the plaza and can facilitate problems like loitering and homelessness and the crimes associated with those social issues. I request that staff check with the applicant about how they plan on addressing the concerns. The best option would be to have the laundromat staffed 24/7 like required by ordinance in Chicago, 4-6-040 of the Municipal Code of Chicago. Second best would be the requirement to have cameras in and about the laundromat that are remotely viewed by a service who can call the police when there is a problem. If the laundromat is not staffed, the police should be authorized by the tenant and the Brentwood Commons management company to bar subjects who loiter or sleep in or around the laundromat and arrest them for trespass without contacting a representative for each individual case. There should be a prohibition on amusement games inside of the laundromat to prevent loitering. Of course, the lighting in that corner of the complex needs to be improved and the water retention area to the north of the proposed laundromat should be cleared to provide better visibility and remove an area for persons to easily conceal themselves. The current short chain link fence would not be adequate for that purpose.

Engineering and Public Works:
Public Works:
One thing we have to think about is wastewater discharge. It looks like there are three sizes of washing machines- we need to know the count on each size, along with information about how much water they can discharge over the course of a day. We must determine the maximum daily load possible and make sure our wastewater conveyance system can handle it.

Engineer:
Concern that it can potentially overburden the sanitary sewer system in the area as the existing pipe is only 8-inch diameter.

<u>Community & Economic Development</u>**:**
Economic Development:
Economic Development is generally supportive of the proposed use. A laundromat and dry cleaner in Brentwood Commons would occupy a portion of an otherwise vacant 14,000 square foot space.

Fire Safety:
The building has as fire sprinkler system so I have no issues.

Building:
Building has no comments at this time.

Planning:

1) The 2015 Comprehensive Plan indicates "Regional Commercial" for this property.
2) Staff has some real concerns with the parking plan submitted. There are only 8 parking spots directly in front of the unit. These are frequently filled even now when there is no tenant in the space.
3) The applicant also proposes using the parking spots north of the detention area. These spots were never meant to be used as customer parking. The only access is alley access, which are not meant for regular traffic flow beyond deliveries and things like refuse collection.
4) Finally, as pointed out by police, the fencing and plant material around the detention area would become an issue with the increase of pedestrian and vehicular traffic.
5) Staff does not recommend the current drop off area or parking for customers to the north of the unit. This should be for staff parking only. Drop offs should occur at the front of the units.
6) A better parking strategy should be planned.

Front of unit:

View from unit to the West:

Parking north of detention area:

7) Staff has additional concerns with the 24-hour operation. This was a key concern when the recent zoning change was implemented for several uses that were changed to conditional uses. As police pointed out, it puts additional constrains on Village and police resources. Although staff recognizes that intended users may have different working hours and need increased operating hours, we are not sure a full 24-hour operation is needed. No marketing analysis was submitted. Staff would like to see a breakdown of suspected customer visits based on operators other units. The plan as presented includes an outdoor seating area abutting the detention area on the north side of the rental space. In light of the Police Department concerns, this outdoor area and entry/exit vestibule should be eliminated.
8) Another concern with regard to the new conditional use ordinance and this use was proximity to similar uses. Staff notes that there is a dry cleaner and laundromat just west of York Rd on Grand Ave (Grand Cleaners). There are also laundromats on York Road in Elmhurst, the closest being Car Wash 954 & Laundromat at 954 N York.

9) No specific information (other than that the use will be regulated by the State of Illinois) was submitted regarding the proposed dry cleaner. Therefore, staff is not considering it in this report.
10) The proposed floor plan appears spacious and the artists renderings of possible interior treatment are attractive.
11) A laundry drop off and seating area is to the left as you enter the space. A small hallway to the right provides access to the remaining undeveloped portion of the 14,000 square foot rental space.

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

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

   Applicant's Response: There will be no adverse impact on traffic or parking. My client will have 3 parking spaces on the west facade with signage stating 10 min parking for loading and unloading. There is also 10 spaces north of the detention basin.

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

   Applicant's Response: There will be no environmental nuisance as a result of the laundromat or future dry cleaners. My client expects to use approximately 5,000,000 gallons of water per year. All dry cleaning services are regulated by the State of Illinois. There will not be any adverse effect on noise, glare, odor, dust, or waste disposal as a result of the approval of the Condition Use as all services are contained indoors.

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

   Applicant's Response: The proposed laundromat will fit harmoniously with the existing business located in the shopping center. The new business will not compete with the other business, but will draw additional people to the other businesses. A typical customer may do some shopping or eating at an existing business while doing their laundry.

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

Applicant's Response: Other than higher than typical water uses, the proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in a C-2 Commercial District.

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

   Applicant's Response: The proposed laundromat use will be a great addition to the Village of Bensenville. Although there is a laundromat located on Grand Avenue, this new, state of the art facility will be able to handle much larger amounts of customers. In addition, the 24 hour availability will assist those residents that may work third shift and want to do laundry after work or at off peak hours.

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

   Applicant's Response: The proposed development will be filing a vacancy in the Brentwood Commons with a business that will produce a high volume of people from not just Bensenville but also surrounding communities.

Staff does not recommend approval of the Findings of Fact, as we do not believe the applicant has satisfactorily answered the "Public Services & Facilities and Public Necessity" aspects.

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

RECOMMENDATIONS:

As stated above, staff is not commenting on the Dry Cleaner aspect of the request as no information was submitted relative to the proposed use.

Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Conditional Use Permit for Fluff N Stuff Laundry. Should the Community development Commission differ and believes the Conditional Use Permit for the Laundromat and Laundry Drop Off Station should be recommended for approval, staff offers the following conditions:

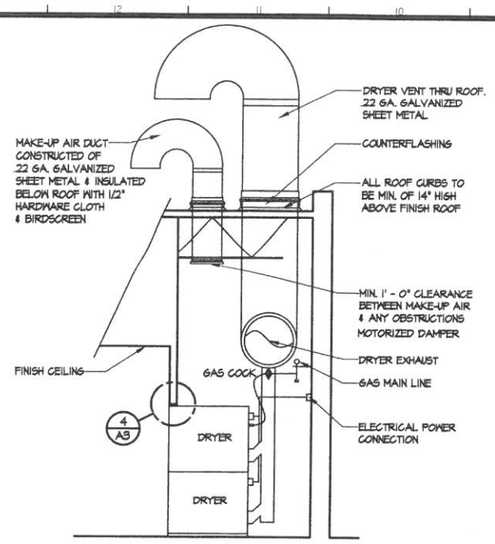
1. The plans and aesthetics of the facility be in substantial compliance with the plans submitted with this application.
2. Removal of the outdoor seating and vestibule on the northern façade of the building.
3. A new parking/drop off plan and strategy be submitted to Village staff for review and approval prior to Village Board Committee of the Whole.

4. A public safety plan should be submitted for review to Bensenville Police for approval prior to Village Board Committee of the Whole. To include:
    a. Laundromat staff
    b. Cameras and remote viewing
    c. Police authorization to bar subjects and/or arrest for trespass without contacting management
    d. Prohibition of amusement games
    e. Lighting
    f. Detention area maintenance
    g. Limitations on the hours of operation
5. A detailed water use and discharge plan should be submitted to Bensenville Public Works prior to Village Board Committee of the Whole.
6. Market analysis to document the Public Necessity for the prosed use.

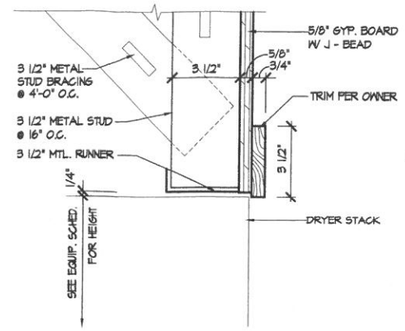
Respectfully Submitted,
Department of Community
& Economic Development

EQUIPMENT SCHEDULE

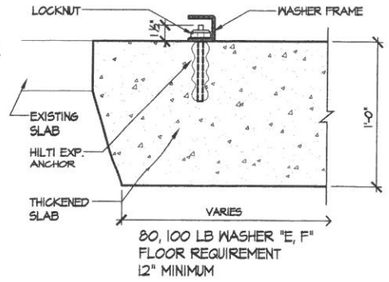
TAG	DESCRIPTION / MODEL	MODEL	SIZE (WxDxH)	DRAIN DIA.	ELECT/GAS/WATER WATER
A	WASHER (20 LB)	HCN020	26"x30"x42"	1 @ 2"	208/60/1, 15-6AMP.
B	WASHER (30 LB)	HCN030	30"x35"x45"	1 @ 2"	208/60/1 15-7AMP.
C	WASHER (40 LB)	HCN040	31"x42"x47"	1 @ 3"	208/60/3, 15-6AMP.
D	WASHER (60 LB)	HCN060	34"x45"x50"	1 @ 3"	208/60/3, 15-8AMP.
E	WASHER (80 LB)	HCN080	42"x48"x57"	1 @ 3"	208/60/3, 15-11AMP.
F	WASHER (100 LB)	HCN100	42"x52"x57"	1 @ 3"	208/60/3, 15-11AMP.
G	STACK DRYER (45 LB)		34½"x44"x82"	@ 2"	240/60/3, 15-8AMP. 79.0 (MBTU)
H	SERVICE SINK		24"x24"		
I	MOP SINK		REUSE EXISTING		
J	WATER HEATER				
K	WATER DISPENSER				
L	MOVEABLE FOLDING TABLE		48"x30"		
M	DRINK VENDING				
N	SOAP VENDING				
O	COIN CHANGER				
P	KEY CARD MACHINE				



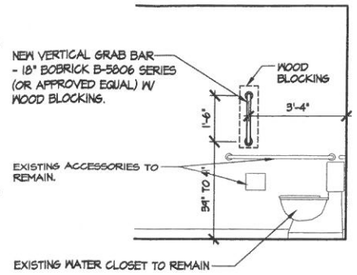
3 DRYER DETAIL
SCALE: 1/2" = 1'-0"



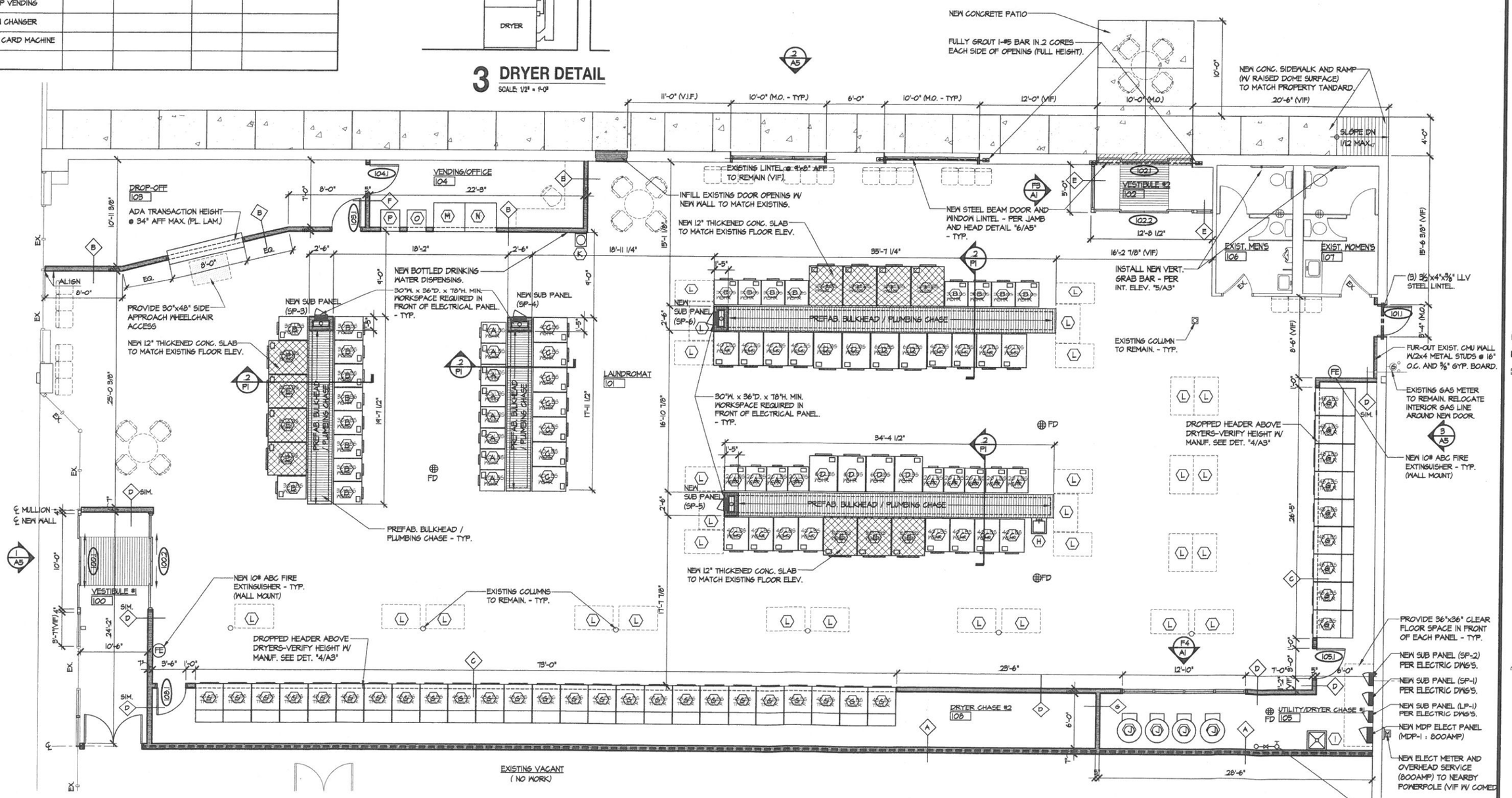
4 BULKHEAD DETAIL
SCALE: 3" = 1'-0"



2 THICKEN SLAB DETAIL
SCALE: 1 1/2" = 1'-0"



5 TOILET ELEVATION - TYP.
SCALE: 3/8" = 1'-0"



1 PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"

DAVID A
2500
L
PH: 63

©
THESE DRAWINGS
PROPRIETARY PR
NOT BE COPIED
THESE CONTRAC
SPECIFIC SITE
SUITABLE FOR
REPRODUCTION O
ANOTHER PROJE

SYMB

FD FLO
S 110V SER BAT
C CAB
FE FIRE
DIR
2-H
AUD
P FIRE
TEL
DAT
PHO
GFI DUP
WP/GFI WEA W/ G
DUP
DUP
$3 3-WA
$4 4-WA
$D DIM
$ SING
O REC
CEIL
F/L EXH
T THER
J JUNC
SPRI
EXIS
NEW
TO B

NO.	DATE
.	.
.	.
.	.
.	.
.	3/3/17

STAMP

SIGNATURE:
PROFESSIONA

LAU
1105 S

DRAWN BY: S. LEE
PROJECT NO: 17-109
ISSUE DATE:

ALTA/ACSM LAND TITLE SURVEY

NOTES CORRESPONDING TO SCHEDULE B

AS PER COMMITMENT NO. 54358 DATED APRIL 4, 2012

(1) GRANT MADE BY FIRST NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 3-16, TO THE COMMONWEALTH EDISON COMPANY AND THE CHICAGO AND SOUTHERN INDIANA RAILROAD COMPANY, DATED APRIL 7, 1914 AND RECORDED APRIL 21, 1914 AS DOCUMENT NUMBER 6108261 GRANTING THE RIGHT TO INSTALL AND MAINTAIN ALL COMPONENTS FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH THE RIGHT OF ACCESS THEREFO IN, UPON, UNDER AND ALONG A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EITHER SIDE OF THE CENTERLINE THEREOF, TO BE LOCATED WITHIN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 33 FEET OF THE EAST 33 FEET OF LOT 17 IN BREWSTER'S ADDITION TO BEVERLY, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE WEST 33 FEET OF LOT 18 IN BREWSTER'S ADDITION TO BEVERLY, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 33 FEET OF THE EAST 33 FEET OF LOT 17 IN BREWSTER'S ADDITION TO BEVERLY, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTHERLY 10 FEET OF THE SAME. (SHOWN HEREON)

(12) EASEMENT AND SUBDIVISION AGREEMENT MADE BY HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 23, 1965 AND KNOWN AS TRUST NUMBER 43755 AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 1080000-07 AND THE MORTGAGEES RECORD, BY THE MORTGAGE RECORDED AS DOCUMENT NUMBER 92412125 AND NORTH AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION AS LESSEE, THE EASEMENT RECORDED MAY 25, 1979 AS DOCUMENT NUMBER 27161121, FOR THE PURPOSE OF INSTALLING CONSTRUCTING, MAINTAINING AND REPAIRING SEWER, WATER AND OTHER UTILITY LINES OF 12 FEET AS DESCRIBED IN EXHIBIT "C", ATTACHED THERETO. (SHOWN HEREON)

(13) RIGHTS GRANTED BY THE VILLAGE OF BEVERLY, AS SET FORTH IN AND TO THAT CERTAIN 8 INCH SANITARY SEWER AND 8 INCH STORMWATER SEWER, LOCATED WITHIN THE NORTHERLY 15 FEET OF THE LAND AS DEFINED BY EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 92513878 (SAID EASEMENT BEING EXPIRED BY ITS TERMS) (SHOWN HEREON)

(14) GRANT MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 31974 TO THE ILLINOIS BELL TELEPHONE COMPANY, AN ILLINOIS CORPORATION, DATED DECEMBER 16, 1980 AND RECORDED DECEMBER 31, 1980 AS DOCUMENT NUMBER 27161122, OF AN EASEMENT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, REMOVING AND OPERATING COMMUNICATION SYSTEMS CONSISTING OF UNDERGROUND CABLES, WIRES, CONDUITS, MANHOLES, PEDESTALS, AND THE TRANSMISSION OF SIGNALS AND SIGNALS BY ELECTRICITY, TOGETHER WITH THE RIGHT OF ACCESS THEREFO FOR SAID PURPOSES, UPON, OVER, UNDER, ALONG AND ACROSS THE NORTH 5 FEET OF THE SOUTH 7.00 FEET, AS MEASURED ALONG THE EAST LINE OF LOT 27, (SHOWN HEREON)

(15) TOGETHER WITH THE RESTRICTIONS, EASEMENT RIGHTS AS CREATED BY THE EASEMENT AGREEMENT DATED FEBRUARY 28, 2011 BETWEEN PN 9-BRENTWOOD COMMONS, LLC, AND PNC BANK, NATIONAL ASSOCIATION (TO BE RECORDED)

LEGAL DESCRIPTION

THAT PART OF LOT 27 IN BRENTWOOD TERRACE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 27; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 27, 33.00 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF GRAND AVENUE, 100.00 FEET; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 27 IN BRENTWOOD TERRACE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 7, 1927 AS DOCUMENT NUMBER 9412125 AND CERTIFICATE NUMBER 1080000-07, 33.00 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF GRAND AVENUE, 100.00 FEET; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 27, 33.00 FEET TO THE POINT OF BEGINNING IN BRENTWOOD TERRACE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 29 AND THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 7, 1927 AS DOCUMENT NUMBER 9412125 AND CERTIFICATE NUMBER 1080000-07, DOCUMENT NUMBER 92412125 AND CERTIFICATE NUMBER 1080000-07, EXCEPTING THEREFROM THE WEST 33 FEET, AS DOCUMENT NUMBER 92412125, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE RESTRICTIONS, EASEMENT RIGHTS AS CREATED BY THE EASEMENT AGREEMENT DATED FEBRUARY 28, 2011, BETWEEN PN 9-BRENTWOOD COMMONS, LLC AND PNC BANK, NATIONAL ASSOCIATION (TO BE RECORDED)

USE OF THIS ELECTRONIC FILE (DWG) FOR ANY OTHER PURPOSE OR USE OTHER THAN ITS ORIGINAL INTENDED PURPOSE IS NOT CERTIFIED NOR HAS ANY WARRANTY BY U.S. SURVEYOR. THE USE OF THIS DRAWING BY ANY INDIVIDUAL, PERSON, OR COMPANY IS AT THEIR OWN RISK BEYOND ITS ORIGINAL INTENDED USE.
USED BY ANY INDIVIDUAL, PERSON OR COMPANY, THOSE CARRIED ASSUME ALL RISK AND LIABILITY CAUSED BY A USE DIFFERENT THAN THIS DRAWING INTENDED USE.
THIS ELECTRONIC DRAWING IS NOT TO BE USED FOR ANY CONSTRUCTION PURPOSES OR ANY OTHER USE, EXCEPT ITS INTENDED USE.
ANY USER INCLUDING ORIGINAL CLIENT ASSUME ALL RISK AND LIABILITY BEYOND THIS DRAWINGS ORIGINAL USE.

ALTA/ACSM LAND TITLE SURVEY

SURVEYOR'S CERTIFICATION

TO: PHILLIPS EDISON & COMPANY LTD, BRENTWOOD COMMONS STATION LLC, HONIGMAN MILLER SCHWARTZ AND COHN LLP, BENCHMARK TITLE, STEWART TITLE GUARANTY COMPANY, BANK OF AMERICA, N.A. AND KRIEG DEVAULT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6a,6b,7a,7b(1),7c,8,9,10a,11a,13,14,16,17, & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 6, 2012

DATE: 8/8/12
SURVEY REVISED

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

FIELD SURVEY: Michael J. Feldbusch

For inquiries, questions or concerns about this survey contact inquiries@usasurveyor or call 1-800-867-4783 ext. 209

U.S. SURVEYOR®
4020 Riverwind Pointe Drive
Evansville, Indiana 47715
"America's Land Surveyor"
1-800- TO SURV

PREPARED FOR: PHILLIPS EDISON
LICENSE NO. 184-004307

PROJECT LOCATION: DUPAGE, COUNTY, STATE OF ILLINOIS

PROJECT ADDRESS:	PROJECT TYPE
1145 SOUTH YORK ROAD BENSENVILLE, IL 60106	ALTA/ACSM LAND TITLE SURVEY

SURVEYOR'S SIGNATURE AND SEAL MUST BE PRESENT FOR ELECTRONIC DELIVERY

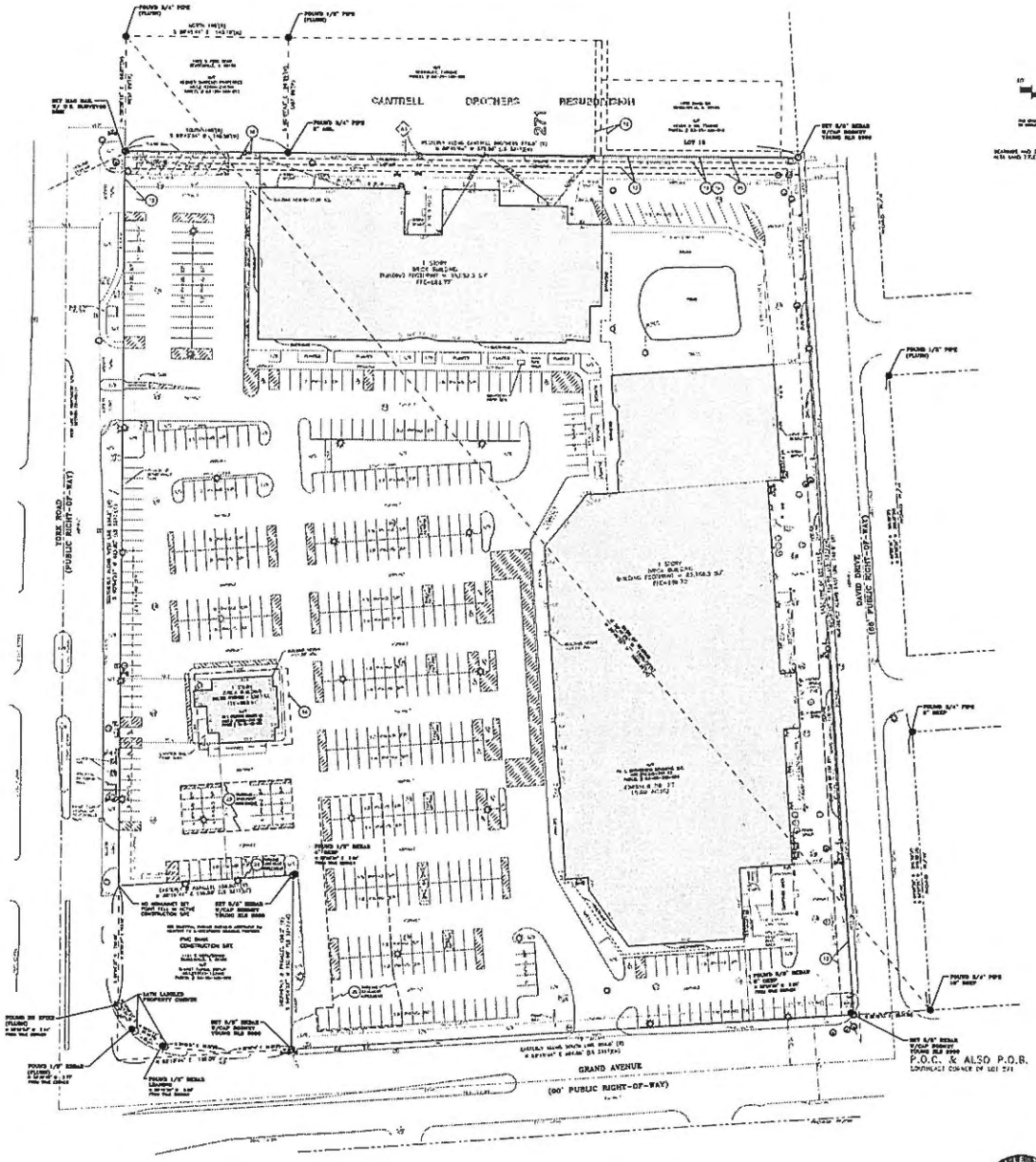
PROFORMA

RODNEY K. YOUNG L.S.
ILLINOIS REGISTRATION NO. 2903
DATE OF CERTIFICATION: 08/08/12
LICENSE EXPIRATION DATE: 11/30/12

© COPYRIGHT 2012 U.S. SURVEYOR
This drawing, data and format is protected by copyright and all rights are reserved. No part of this drawing may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of U.S. SURVEYOR

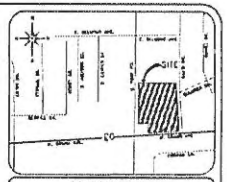
SHEET 1 OF 1

JOB NUMBER: 5946337 DWG_01



SCALE: 1" = 40'

NORTH INDEX AND BASIS OF BEARING IS BASED ON



VICINITY MAP
NOT TO SCALE

STANDARD LEGEND

IMPROVEMENT NOTES

SURVEYOR NOTES

SITE DATA

BY REVS
DATE REVISED

INT. JSF
RECORD CLOSURE 1:50,000
MEASURED CLOSURE 1:500,000

INT. JSF
DATE: 8/8/12
SURVEY REVISED

LEGAL DESCRIPTION REVIEWED BY:
INT. JSF
INT. AS

CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

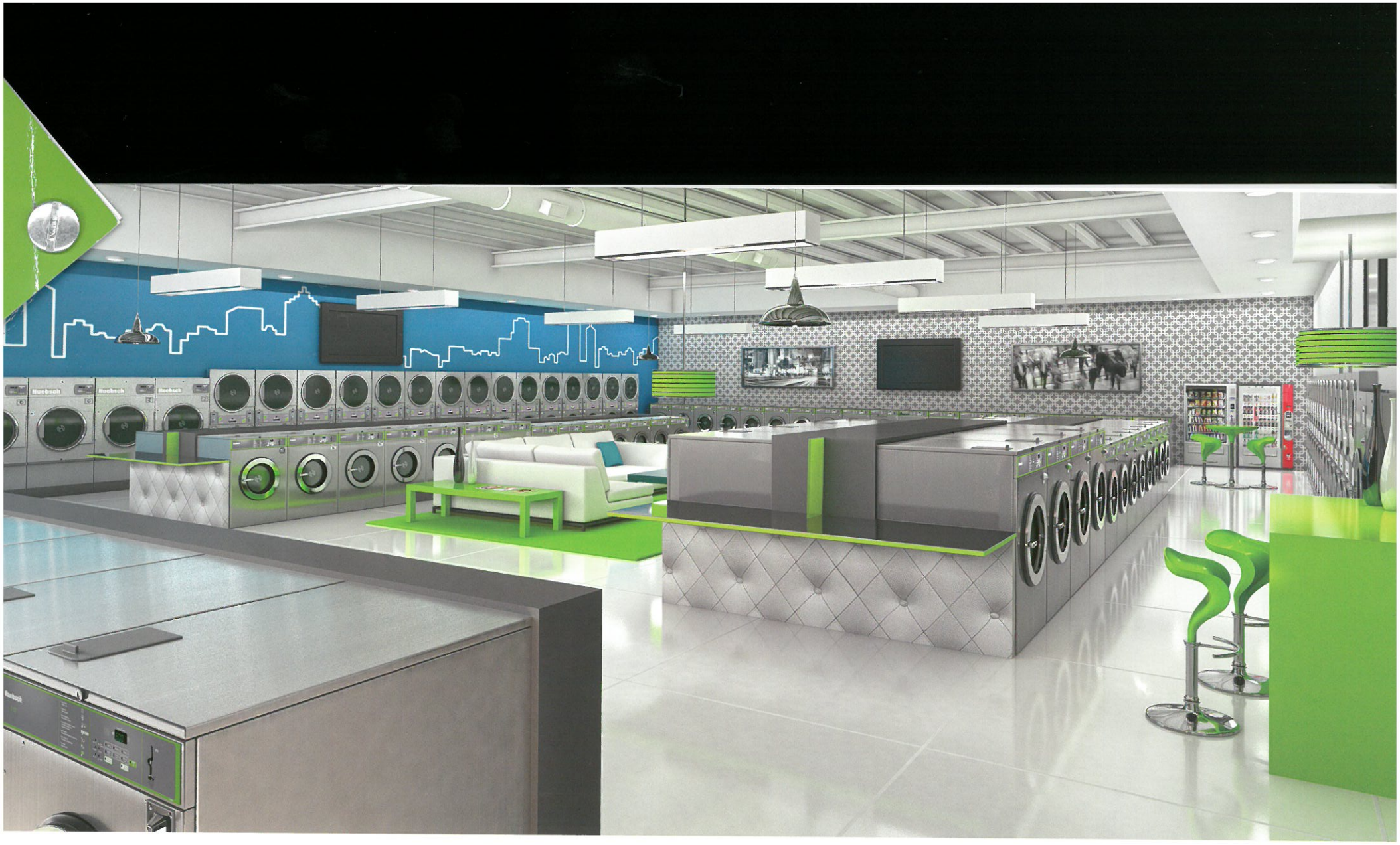
DATE OF ORIGINAL	APRIL 11, 2012	
REVISION:	1. TITLE REVIEW	DATE JUNE 21, 2012
REVISION:	2. CLIENT COMMENTS	DATE JULY 31, 2012
REVISION:		DATE AUG 7, 2012

FLOOD DATA: This property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 17031C0291H, which has an effective date of SEPTEMBER 15, 2014, and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine the zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

NOTE:
THE SURVEY SHALL NOT BE USED WITH AN ATTACHED OR LOSE OF ANY KIND FOR PUBLIC RECORDING, BUT NOT LIMITED TO COURT PLEADINGS, MORTGAGES, PLAT PLANS, CONSTRUCTION, LANDSCAPING, PERMITTING, ETC. IF IT IS A VIOLATION OF THE FOR THE INTENDED USE, INCLUDING DEPARTURE FROM THE SCOPE OF WORK OR THE SURVEY REVISED BY THE ONE WHO SIGNED U.S. SURVEYOR, IN ADDITION, THE SURVEYOR WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES OR EXPENSES FOR ANY PURPOSE BEYOND THE ORIGINAL SCOPE, SCOPE.

CALL JULIE TOLL FREE 1-800-892-0123



CITYSCAPE

Clean lines, streamlined design and dramatic contrast come together in this modern expression. Refresh, enhance and expand your space by selecting contemporary lighting that complements the chrome accents and **vivid hints of color** on our **CITYSCAPE** control panels. Define your space as your own, and take charge of your revenue with innovative Huebsch® Galaxy™ 600 controls that help you save and make more money.

See how Huebsch equipment fits into your cosmopolitan aesthetic at **Huebsch.com/Vend.**

CITYSCAPE

STUNNING WAYS TO SAVE MONEY

Captivating design comes with **cutting-edge innovation and performance.** Huebsch® equipment delivers exclusive technologies like revenue-increasing Galaxy™ 600 controls, utility-saving eBoost™ technology and powerful 200 G-Force extraction. When it comes to maximizing efficiency and reducing utility costs, no one is more discriminating than Huebsch.

Discover more about cutting costs with Galaxy 600 controls at **Huebsch.com/Galaxy.**

CITRON

A witty mix of style and texture, plus **a daring splash of color** — this, to us, is true expression. It's a look that allows you to capture your own unique, contemporary character in memorable, invigorating ways. Be bold with **CITRON** control panels, and customize your space with designs as creative as you. Then, be prepared to minimize your utility costs and maximize your revenue with game-changing, performance-based features. With Huebsch®, you can add a burst of color — and create a surge in your cash flow.

Visit **Huebsch.com/Vend,** to see how you can revitalize your space with Huebsch.

CITRON

STAND OUT WITH MAXIMUM REVENUE

Huebsch® equipment is **engineered to increase efficiency,** reduce utility costs and improve revenue like no other. It features revolutionary Galaxy™ 600 controls along with industry-leading innovations — including cycle modifiers, time-of-day pricing and 24 customizable cycle selections — to stimulate your profitability and help you achieve your laundromat dreams.

For more ways to maximize revenue with Galaxy 600 controls, visit **Huebsch.com/Galaxy.**

SLATE

Nuanced neutrals and **classic inspiration** have come together in a design so dignified that it will make even the most refined designers swoon. Halo door rings and polished chrome handles, in addition to **SLATE** control panels, bring quality and dimension to your space. With this look, there's no brand more welcoming or more comforting than Huebsch®. Imagine the ways you'll make it your own, and envision the unbelievable revenue-generating and money-saving possibilities you'll gain with Galaxy™ 600 controls.

Visit **Huebsch.com/Vend** to add tasteful touches to your laundromat with Huebsch.

SLATE

EFFICIENCY THAT MAKES A STATEMENT

Form and function come together with Huebsch®. **Designed with innovation** and efficiency in mind, Huebsch equipment offers advanced Galaxy™ 600 controls, 200 G-Force, eBoost™ technology and Water Guardian leak protection to deliver uncompromising performance that will set your laundromat apart.

Visit **Huebsch.com/Galaxy** to see how you can optimize efficiency with Galaxy 600 controls.

Hunt, Aranda & Subach, Ltd.
ATTORNEYS AT LAW

THOMAS CASEY HUNT
LOUIS B. ARANDA
MARSHALL J. SUBACH
STEPHEN SPIEGEL

Of Counsel
Daniel J. Kaiser
Mariam L. Hafezi Qualman
Brad S. Telander
Philip D. Blomberg

1035 S. York Road
Bensenville, IL 60106
Phone 630-860-7800
Fax 630-860-8283
www.7800Law.com

July 27, 2017

Mr. Scott Viger
Community Development Director
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

RE: FLUFF 'N STUFF
1105 S. York Road, Bensenville, Illinois
Brentwood Commons

Response Letter Conditional Use Permit Laundromat in C-2 Highway Commercial District

Dear Mr. Viger:

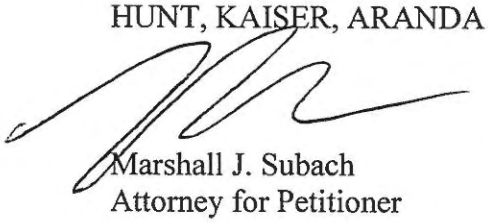
Please be advised that my office represent the Petitioner, Fluff 'N Stuff. The Petitioner is seeking a Conditional Use Permit to allow for a laundromat with onsite pick up and deliveries at 1105 S. York Road, Unit 10, Bensenville, Illinois 60106. The site is located in Brentwood Commons. My client is also seeking a Conditional Use for a dry cleaning services as either as a part of the laundromat or as separate subtenant in the space to be added in the future.

In the way of background, the proposed space is 14,000 square feet. The laundromat will be open 24 hours a day, 7 days a week. The laundromat will occupy about 8600 square feet and will leave about 5400 square feet for a dry cleaner to go in as a subtenant, or for my client to expand the space to include dry cleaning services in the future.

My client's intended use is for a high-end state of the art laundromat. The laundromat will provide customers the ability to do their laundry in the facility as well as provide drop off services. My client estimates that approximately 1,200 people per week will use the facility.

My client is working with Laundry Concepts, who is the provider of the laundry equipment. The equipment investment will be approximately one million dollars for machines and dryers, which are all state of the art. The facility will be an all card operation, so there will be no cash for use of the machines. The overall investment to the property, including the build out and the equipment is estimated to be close to 1.4 million dollars.

Respectfully submitted,
HUNT, KAISER, ARANDA & SUBACH, LTD.



Marshall J. Subach
Attorney for Petitioner

Hunt, Aranda & Subach, Ltd.

ATTORNEYS AT LAW

THOMAS CASEY HUNT
LOUIS B. ARANDA
MARSHALL J. SUBACH
STEPHEN SPIEGEL

Of Counsel
Daniel J. Kaiser
Mariam L. Hafezi Qualman
Brad S. Telander
Philip D. Blomberg

1035 S. York Road
Bensenville, IL 60106
Phone 630-860-7800
Fax 630-860-8283
www.7800Law.com

August 31, 2017

Mr. Scott Viger
Community Development Director
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

RE: FLUFF 'N STUFF
1105 S. York Road, Bensenville, Illinois
Brentwood Commons

Dear Mr. Viger:

As you are aware, my office represents the Petitioner, Fluff 'N Stuff. Please allow this correspondence to supplement the prior submittals for the Petitioner's application for a Conditional Use and in response to Kurtis Pozsgay's email dated August 21, 2017. I am sorry for the delay, but it took some research to get the requested information.

This information is based upon the information my client received from the laundry consultant and my client's prior experience. As for the information regarding times customers will be using the facility, that is somewhat speculative, but we are providing Petitioner's best estimates.

Again, the Petitioner is seeking twenty-four (24) hour operations. My client estimates that 15-20% of the business will be on Tuesdays, Wednesdays and Thursdays with peak hours from 5:00 a.m. to 9:00 a.m. and 10:00 p.m. to 3:00 a.m.

The remaining 80-85% will be Friday, Saturday, Sunday and Monday with the peak hours being consistent all day and night.

It should take each customer, on average, 1.5 to 2.5 hours to do his or her laundry.

As for washers, there will be 70 machines with capacity ranging from 100 pounds to 20 pounds. The breakdown of how many is as follows:

17 machines of 20 pound capacity
18 machines of 30 pound capacity
16 machines of 40 pound capacity
8 machines of 60 pound capacity
7 machines of 80 pound capacity
4 machines of 100 pound capacity.

The average gallons of water used per cycle is as follows:

20 pound capacity	28 gallons
30 pound capacity	30 gallons
40 pound capacity	40 gallons
60 pound capacity	60 gallons
80 pound capacity	70 gallons
100 pound capacity	80 gallons.

The water draining out into the wastewater treatment plant will about the same as the gallons used based upon the amount of force when the washers spin out the water.

My client projects an average of 1500 customers per week. On Tuesdays-Thursdays the machines will turn over 2 to 3 times a day. On Fridays-Mondays, the machines will turn over 6 to 8 times a day, all dependent on the volume of customer laundry.

Please let me know if you need any additional information and please send me the staff report when it is complete.

Respectfully submitted,
HUNT, KAISER, ARANDA & SUBACH, LTD.

Marshall J. Subach
Attorney for Petitioner

September 5, 2017

To Community Development Commission:

I am writing this letter in regards to the request for a Conditional use Permit for a Laundromat dry cleaner, Fluff N Stuff Laundry, located at 1105 S. York Rd..

I am a owner of several properties in Bensenville area I feel that it would be a mistake for the village to approval this request. Reasons to follow:

1. The most important single factor that I say no to this request is the fact that a Laundromat brings in **no sales tax** to the community. There are several Laundromats in Bensenville and we do not need another. I would like to see a hardware store or something in that nature which would contribute to the community not just repeat the same thing we have.

2. Another question I have is how would this impact our already over burdened water and sewer system. I know every time I go into the village to discuss my water bills the answer I keep getting is that our system needs repair and we are collecting money to keep the system up and running and saving to make future repairs. Another Laundromat will not help this problem.

3. In all of my buildings I have small Laundromats for my tenants to use. If another new Laundromat comes in the area and my tenants decide to go there my income will go down thus my property value will follow. Not good.

In closing I understand that it would be nice to get that space filled but a Laundromat is not the answer. We need several other stores in that space to make our town a better place to live and have all the necessary stores at our finger tips. Once that Laundromat is up and running, it will not be changed for a long time.

Thank you for your consideration in this matter.

James Juliano

James Juliano

RECEIVED
SEP 05 2017
By

Village of Bensenville
Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Date: September 25, 2017

To: Scott Viger, Director of Community Development

From: Mehul T. Patel, P.E., CFM – Asst. Director of Public Works-Eng

Copy: Joseph Caracci, P.E. - Director of Public Works
Kurtis Pozsgay – Senior Planner

Subject: **1105 S York Rd – Fluff n Stuff**
Preliminary Review Comments

The Engineering Division within Public Works Department received the following material via email on August 31, 2017.

- Applicant's attorney letter regarding the operations of the subject facility

Development Overview

The petitioner is seeking to occupy a unit inside Brentwood Commons for a 24-hr laundromat services.

Preliminary Review Comments:

Upon review of the submitted materials, the Engineering Division offers the following comments at this time.

1- In a worst-case scenario, the washing machines will discharge approximately 3,000 gallons per hour into the wastewater conveyance system. The Village has experienced SSOs (Sanitary Sewer Overflows) at the corner of Belmont Ave and David Dr, which is just downstream of the laundromat's location. We need to determine if the additional flows will cause SSOs that are more frequent in the future. The petitioner should perform a capacity analysis study of the downstream wastewater conveyance system to ensure the additional flows will not result in frequent SSOs in the future.

.

ORDINANCE # _____

AN ORDINANCE DENYING CONDITIONAL USE TO ALLOW A LAUNDROMAT FOR THE PROPERTY LOCATED AT 1105 SOUTH YORK ROAD, BENSENVILLE, ILLINOIS

WHEREAS, Brentwood Commons ("Owner") and Fluff N Stuff Laundry ("Applicant"), filed an application for approval of conditional use permit to allow for a laundromat in a commercial zoning district as set forth in Section 10 – 7B – 3 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 1105 South York Road Unit 10, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the conditional use sought by the Applicant was published in the Bensenville Independent on August 17, 2017 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Continued Public Hearing on October 3, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

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

WHEREAS, on October 17, 2017 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that denial of the requested conditional use as recommended by the

Community Development Commission to allow a laundromat is consistent with the Zoning Ordinance.

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

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

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

SECTION THREE: That the Staff Report and Recommendation to deny the conditional use sought, as allowed by the Zoning Ordinance, Section 10 – 7B – 3, as adopted by the Community Development Commission as shown in Exhibit "B" is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the denial of said conditional use are proper and necessary.

SECTION FOUR: That the conditional use sought by the Applicant to allow a laundromat on the Subject Property is hereby denied.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 24th day of October, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # _____ - 2017
Exhibit "A"
Legal Description

The Legal Description is as follows:

THAT PART OF LOT 271 IN BRENTWOOD TERRACE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 271 , FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 271, A DISTANCE OF 740.0 FEET TO THE SOUTHEAST CORNER OF CANTRELL BROTHERS RESUBDIVISION IN THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WESTERLY ALONG THE MOST SOUTHERLY LINE OF SAID CANTRELL BROTHERS RESUBDIVISION AND SAID SOUTHERLY LINE EXTENDED FOR A DISTANCE OF 579.8 FEET TO A POINT IN THE WEST LINE OF SAID LOT 271, SAID POINT BEING 620.0 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 271; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 271 FOR A DISTANCE OF 634.2 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF GRAND AVENUE, 150.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF YORK ROAD, 150.0 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 271 , A DISTANCE OF 484.0 FEET TO THE POINT OF BEGINNING IN BRENTWOOD TERRACE, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 24 AND THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1956 AS DOCUMENT NUMBER 823155 AND CERTIFICATES OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT NUMBER 826909 AND SEPTEMBER 12, 1057 AS DOCUMENT NUMBER 856155, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH BENEFICIAL EASEMENT RIGHTS ASGRANTED BY THE EASEMENT AGREEMENT DATED FEBRUARY 28, 2011, BETWEEN FW IL-BRENTWOOD COMMONS, LLC AND PNC BANK, NATIONAL ASSOCIATION (TO BE RECORDED)

Commonly known as 1145 South York Road, Bensenville, IL 60106.

Ordinance # ___- 2017
Exhibit "B"
Findings of Fact

Motion:

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

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

   Applicant's Response: There will be no adverse impact on traffic or parking. My client will have 3 parking spaces on the west facade with signage stating 10 min parking for loading and unloading. There is also 10 spaces north of the detention basin.

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

   Applicant's Response: There will be no environmental nuisance as a result of the laundromat or future dry cleaners. My client expects to use approximately 5,000,000 gallons of water per year. All dry cleaning services are regulated by the State of Illinois. There will not be any adverse effect on noise, glare, odor, dust, or waste disposal as a result of the approval of the Condition Use as all services are contained indoors.

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

   Applicant's Response: The proposed laundromat will fit harmoniously with the existing business located in the shopping center. The new business will not compete with the other business, but will draw additional people to the other businesses. A typical customer may do some shopping or eating at an existing business while doing their laundry.

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

facilities in such a way as to place undue burdens upon existing development in the area.

Applicant's Response: Other than higher than typical water uses, the proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in a C-2 Commercial District.

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

   Applicant's Response: The proposed laundromat use will be a great addition to the Village of Bensenville. Although there is a laundromat located on Grand Avenue, this new, state of the art facility will be able to handle much larger amounts of customers. In addition, the 24 hour availability will assist those residents that may work third shift and want to do laundry after work or at off peak hours.

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

   Applicant's Response: The proposed development will be filing a vacancy in the Brentwood Commons with a business that will produce a high volume of people from not just Bensenville but also surrounding communities.

Mr. Pozsgay stated Staff does not recommend approval of the Findings of Fact, as Staff does not believe the applicant has satisfactorily answered the "Public Services & Facilities and Public Necessity" aspects.

Mr. Pozsgay stated staff is not commenting on the Dry Cleaner aspect of the request as no information was submitted relative to the proposed use

Mr. Pozsgay stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Conditional Use Permit for Fluff N Stuff Laundry. Mr. Pozsgay stated should the Community Development Commission differ and believes the Conditional Use Permit for the Laundromat and Laundry Drop Off Station should be recommended for approval, staff offers the following conditions:

1. The plans and aesthetics of the facility be in substantial compliance with the plans submitted with this application.
2. Removal of the outdoor seating and vestibule on the northern façade of the building.

3. A new parking/drop off plan and strategy be submitted to Village staff for review and approval prior to Village Board Committee of the Whole.
4. A public safety plan should be submitted for review to Bensenville Police for approval prior to Village Board Committee of the Whole. To include:
    a. Laundromat staff
    b. Cameras and remote viewing
    c. Police authorization to bar subjects and/or arrest for trespass without contacting management
    d. Prohibition of amusement games
    e. Lighting
    f. Detention area maintenance
    g. Limitations on the hours of operation
5. A detailed water use and discharge plan should be submitted to Bensenville Public Works prior to Village Board Committee of the Whole.
6. Market analysis to document the Public Necessity for the prosed use.

There were no questions from the Commissioners.

Mr. Subach asked that the submittal of the requested reports listed on Staff's requirements only be required upon approval by the Village Board.

Motion: Commissioner Moruzzi made a motion to close CDC Case No. 2017-21. Commissioner Marcotte seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:32 p.m.

Motion: Commissioner Marcotte made a motion to approve the Findings of Fact for CDC Case no. 2017-221 as presented by the Petitioner. Commissioner Moruzzi seconded the motion.

Motion: Commissioner Marcotte made an amended motion to approve the Findings of Fact for CDC Case no. 2017-221 as presented by the Staff. Commissioner Kings seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Czarnecki

Nays: Rowe, Marcotte, King

Motion failed.

Motion: Commissioner Marcotte made a motion to approve the conditional use permit for CDC Case No. 2017-21. Commissioner Moruzzi seconded the motion.

ROLL CALL: Ayes: None

Nays: Rowe, Moruzzi, Marcotte, Ciula, Czarnecki, King

Motion failed.

_____

Ronald Rowe, Chairman
Community Development Commission

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Kurtis Pozsgay	CED	10.17.17

DESCRIPTION:

Consideration of Rezoning 514 East Pine Avenue from RM-1 to RS-5 for the Applicant, Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10.17.17

BACKGROUND:

1. The property in question is a vacant 23,250 square foot parcel.
2. The Village is seeking to change the zoning of this Village owned property to match the zoning to the south of the property.
3. The Village would also like to eventually divide the property into two single-family lots in order to better match market conditions, with the hopes of selling the property and returning it to the tax rolls.

KEY ISSUES:

1. The proposed rezoning is the first step towards creating two single-family lots and the eventual return of the property to the tax rolls as privately owned single family homesites.
2. Single-family lots will more closely align this parcel with current market demand conditions.
3. The 2015 Comprehensive Plan indicates “Single Family Residential” for this property
4. Property abuts a RS – 5 (Single Family) property to the south, alleviating concerns of spot zoning.
5. Property to the east is currently developed as single family.
6. There are parking concerns with the current multi-family to the west.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

1) The staff respectfully recommends that the rezoning be approved.
2) At the Public Hearing on August 1, 2017, the Community Development Commission voted unanimously (5-0) to recommend approval of the Request. Motion passed.

BUDGET IMPACT:

1. Sale proceeds from Single Family lots.
2. Property taxes upon sale of the property and construction of single family homes.

ACTION REQUIRED:

Approval of an Ordinance approving rezoning 514 East Pine Avenue from RM-1 to RS-5 for the applicant, Village of Bensenville.

ATTACHMENTS:

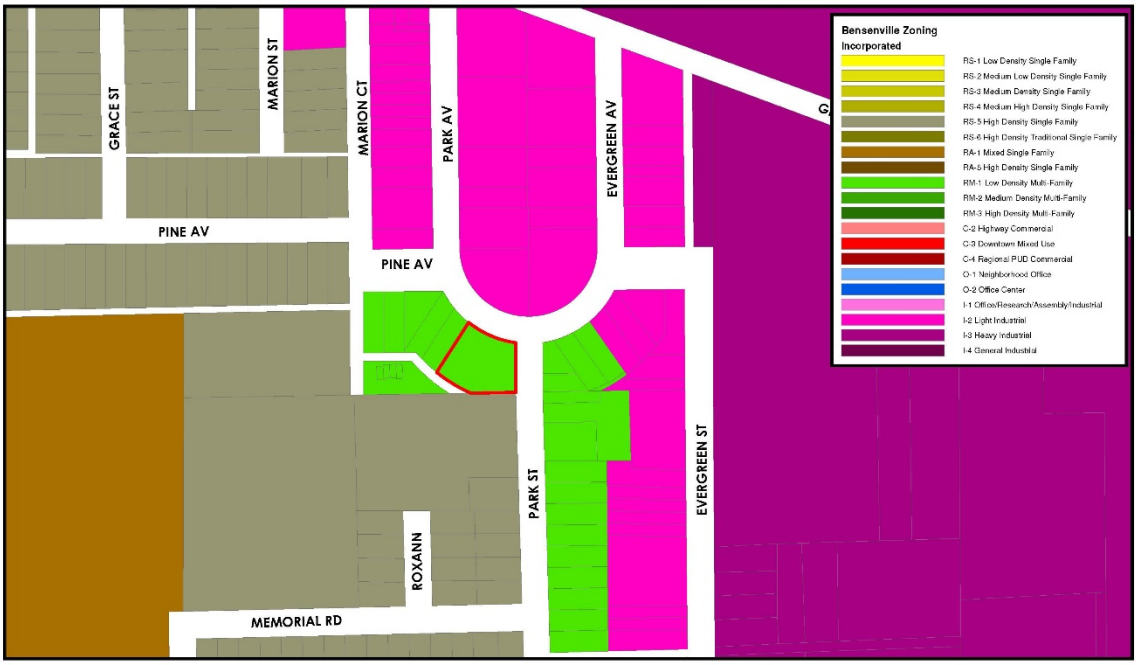
Description	Upload Date	Type
Aerial & Zoning Maps	7/25/2017	Backup Material
Legal Notice	7/25/2017	Backup Material
Staff Report	7/25/2017	Executive Summary
Draft Ordinance	10/10/2017	Ordinance

Village of Bensenville

514 E Pine

Village of Bensenville

Zoning Map



LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, August 1, 2017 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2017 – 19 to consider a request for:

> Rezoning from RM – 1 Low Density Multi-Family District to RS – 5 High Density Single Family District, Municipal Code Sections 10 – 6A and 10 – 5E; and
> Preliminary & Final Plat of Subdivision into two single-family lots, Municipal Code Section 11 – 3

514 East Pine Avenue is in a RM – 1 Low Density Multi-Family District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

LOTS 6, 7 AND 8 AND THE WEST 17 FEET OF THE 100 FOOT RIGHT OF WAY VACATED PARK STREET, LYING EAST OF AND ADJOINING SAID LOT 8 IN BLOCK 3 OF WILLIAM L. KORTHAUER'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1893 AS DOCUMENT 50837 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 514 East Pine Avenue, Bensenville, IL 60106.

The Village of Bensenville, 12 South Center Street, Bensenville, IL 60106 is the owner and applicant for the subject property for this CDC Case No. 2017 - 19 and Public Hearing.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through August 1, 2017 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
July 13, 2017

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE: August 1, 2017
CASE #: 2017 – 19
PROPERTY: 514 East Pine Avenue
PROPERTY OWNER: Village of Bensenville
APPLICANT Same
SITE SIZE: 23,250 SF
BUILDING SIZE: N/A
PIN NUMBERS: 03-13-326-008
ZONING: RM – 1 Low Density Multi-Family District
REQUEST: Rezoning from RM – 1 Low Density Multi-Family District to RS – 5 High Density Single Family District, Municipal Code Sections 10 – 6A and 10 – 5E; and
Preliminary & Final Plat of Subdivision into two single-family lots, Municipal Code Section 11 – 3

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday July 13, 2017. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted two Notice of Public Hearing signs on the property, visible from the public way on Friday July 14, 2017.
3. On Friday July 14, 2017, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Village is seeking to change the zoning of this Village owned property to match the zoning to the south of the property. The Village would also like to divide the property into two single-family lots in order to better match market conditions, with the hopes of selling the property and returning it to the tax rolls.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	RM – 1	Vacant	Single Family Residential	Village of Bensenville
North	I – 2	Industrial	Commercial/Industrial Flex	Village of Bensenville
South	RS – 5	House of Worship	Single Family Residential	Village of Bensenville
East	RM – 1	Single Family Residential	Multi-Family Residential	Village of Bensenville
West	RM – 1	Multi-Family Residential	Multi-Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:
S*UPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

Finance:
No issues from Finance.

Police:
No Police issues.

Engineering and Public Works:
No comments.

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

1) The proposed rezoning and subdivision into two single-family lots will for the sale of the property and its return to the tax roll, providing a net positive impact to the Village.
2) Single-family lots will more closely align this parcel with current market demand conditions.

Fire Safety:
No comments.

Building:
No comments at this time.

Planning:

1) The 2015 Comprehensive Plan indicates "Single Family Residential" for this property.
2) Property abuts a RS – 5 property to the south, alleviating concerns of spot zoning.
3) Property to the east is currently developed as single family.
4) There are parking concerns with the current multi-family to the west.

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

1. **Support for Classification**
    a. **Compatible with Use or Zoning**
    The uses permitted under the proposed district are compatible with existing uses or existing Zoning of property in the environs.

The requested rezoning (Map Amendment) to a Single Family District mimics the abutting district to the south (RS – 5). Additionally the property adjacent to the east across South Park Street while currently zoned RM – 1 is developed with a free standing single family home. Abutting the subject property to the west is a low density multiple family rental building. The applicant believes that the adjacency of single-family detached residence with the multiple family property is acceptable.

b. Supported by the Trend of Development
The trend of development in the general area since the original zoning was established supports the proposed classification.

The Village of Bensenville has seen a spike in single-family home construction in recent years. From 2016 to date there have been eight new home permitted in the village. The Village staff has been approached by a homebuilder active in the community regarding the purchase of the Subject Property for single – family development. On 06.27.17, the Village President and Board of Trustees approved a Planned Unit Development for another 37 homes on the 700 block of South John Street.

c. Consistent with Village Plans
The proposed classification is in harmony with objectives of the General Development Plan and other applicable Village plans as reviewed in light of any changed conditions since their adoption.

The 2015 Comprehensive Plan indicates Single Family for the Subject Property.

2. Furthers the Public Interest
The proposed zoning classification promotes the public interest. It does not solely further the interest of the applicant.

The Village believes that the single family home is a mainstay of our community and maintaining a strong supply of new housing products serves to attract new residents to the Village.

3. Public Services Available
Adequate public services – such as water supply, sewage disposal, fire protection, and street capacity are anticipated to be available to support the proposed classification by anticipated date of issuance of a Certificate of Occupancy.

The Village's Public Works Department has sufficient public facilities to accommodate the eventual development of two new single family home at this location. Under the current zoning classification, the subject property is allowed densities up to 33 persons per acre. The lot is roughly ½ acre.

	Meets Criteria	
Variances Approval Rezoning	*Yes*	*No*
1. Compatible with Use or Zoning	X	
2. Supported by Trend of Development	X	
3. Consistent with Village Plans	X	
4. Furthers the Public Interest	X	
5. Public Services Available	X	

RECOMMENDATIONS:
Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Rezoning and Subdivision for the Village of Bensenville.

Respectfully Submitted,
Department of Community
& Economic Development

ORDINANCE # _____

AN ORDINANCE GRANTING APPROVAL OF A REZONING FROM RM – 1 LOW DENSITY MULTI-FAMILY ZONING DISTRICT TO RS - 5 HIGH DENSITY SINGLE FAMILY ZONING DISTRICT AT 514 EAST PINE AVENUE, BENSENVILLE, ILLINOIS

WHEREAS, Village of Bensenville ("Owner/Applicant") filed an application for Rezoning from RM – 1 Low Density Multi-Family District to RS – 5 High Density Single Family District, Municipal Code Sections 10 – 6A and 10 – 5E of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 514 East Pine Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Rezoning sought by the Applicant was published in the Bensenville Independent on Thursday, July 13, 2017 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on August 1, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending approval of the Rezoning and, thereafter, voted unanimously (5 - 0) to recommend approval of the request, and forwarded its recommendations, including the Staff Report and findings relative to the Rezoning, to the Committee Of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on October 17, 2017 the Committee Of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

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

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

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

SECTION TWO: That the Staff Report and Recommendation to approve the Rezoning sought, as allowed by the Zoning Ordinance, Sections 10 – 6A and 10 – 5E, as adopted by the Community Development Commission as shown in Exhibit "B" is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Rezoning is proper and necessary.

SECTION THREE: That the Rezoning from RM – 1 Low Density Multi-Family District to RS – 5 High Density Single Family District as sought by the Applicant of the Subject Property is hereby granted.

SECTION FOUR: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the rezoning granted herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 24th day of October 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ___- 2017
Exhibit "A"

The Legal Description is as follows:

LOTS 6, 7 AND 8 AND THE WEST 17 FEET OF THE 100 FOOT RIGHT OF WAY VACATED PARK STREET, LYING EAST OF AND ADJOINING SAID LOT 8 IN BLOCK 3 OF WILLIAM L. KORTHAUER'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1893 AS DOCUMENT 50837 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 514 East Pine Avenue, Bensenville, IL 60106.

Ordinance # ___- 2017
Exhibit "B"
Findings of Fact

1. Support for Classification

a. Compatible with Use or Zoning

The uses permitted under the proposed district are compatible with existing uses or existing Zoning of property in the environs.

The requested rezoning (Map Amendment) to a Single Family District mimics the abutting district to the south (RS – 5). Additionally the property adjacent to the east across South Park Street while currently zoned RM – 1 is developed with a free standing single family home. Abutting the subject property to the west is a low density multiple family rental building. The applicant believes that the adjacency of single-family detached residence with the multiple family property is acceptable.

b. Supported by the Trend of Development

The trend of development in the general area since the original zoning was established supports the proposed classification.

The Village of Bensenville has seen a spike in single-family home construction in recent years. From 2016 to date there have been eight new home permitted in the village. The Village staff has been approached by a homebuilder active in the community regarding the purchase of the Subject Property for single – family development. On 06.27.17, the Village President and Board of Trustees approved a Planned Unit Development for another 37 homes on the 700 block of South John Street.

c. Consistent with Village Plans

The proposed classification is in harmony with objectives of the General Development Plan and other applicable Village plans as reviewed in light of any changed conditions since their adoption.

The 2015 Comprehensive Plan indicates Single Family for the Subject Property.

2. Furthers the Public Interest

The proposed zoning classification promotes the public interest. It does not solely further the interest of the applicant.

The Village believes that the single family home is a mainstay of our community and maintaining a strong supply of new housing products serves to attract new residents to the Village.

3. Public Services Available

Adequate public services – such as water supply, sewage disposal, fire protection, and street capacity are anticipated to be available to support the proposed classification by anticipated date of issuance of a Certificate of Occupancy.

Mr. Pozsgay stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the rezoning.

Motion: Commissioner Moruzzi made a motion to close CDC Case No. 2017-19. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Moruzzi, Marcotte, Rodriguez, Ciula

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:30 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact listed above and to approve Rezoning from RM – 1 Low Density Multi-Family District to RS – 5 High Density Single Family District, Municipal Code Sections 10 – 6A and 10 – 5E; and Preliminary & Final Plat of Subdivision into two single-family lots, Municipal Code Section 11 – 3. Commissioner Moruzzi seconded the motion.

ROLL CALL: Ayes: Rowe, Moruzzi, Marcotte, Rodriguez, Ciula

Nays: None

All were in favor. Motion carried.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Motion	S. Viger	Community & Economic Development	10.17.17

DESCRIPTION:
Consideration of a Motion Adopting Changes to the Façade Improvement Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10.17.17

BACKGROUND:
1. The Village has operated a Façade Imrovement Program for the past few years.
2. Program is designed to target improvements to commercial businesses while leveraging private investment.
3. Grant awards made up to $10,000.
4. Current budget is $50,000 (five maximum grant awards).
5. Nearly $500,000 in private investment leveraged.
6. Village staff is looking to make changes in the program to increase its positive impact on our community.

KEY ISSUES:
1. Participants currently not required to have "skin in the game" meaning they can participate without any financial contribution.
2. Proposed changes would require a 50% contribution by each property owner / applicant.
3. Maintains maximum grant award of $10,000 per business.
4. Move to a more comprehensive application form, giving the Village better control over proposed façade changes.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends that the Committee approve the requested changes to the Program.

BUDGET IMPACT:
Under the proposed changes of the program, three businesses that took part in the program that would have been impacted by the cost sharing of over $10k would have saved the Village 13,553.50 if the changes proposed tonight would have been implemented.
1. Village Flower Shop $8,289
2. Hair Shapers $8,838
3. Two Chefs $9,980

$27,107

ACTION REQUIRED:

Approval of the revised Façade Improvement Program.

ATTACHMENTS:

Description	Upload Date	Type
2018 Proposed Facade Improvement Program	10/11/2017	Backup Material

BENSENVILLE
GATEWAY TO OPPORTUNITY

Façade Improvement Program Application

Description:

The Façade Improvement Program provides financial assistance to businesses and property owners seeking to make improvements to existing commercial properties. The goal is to encourage and facilitate the enhancement of building exteriors of commercial tenants, and to improve overall aesthetic throughout our business community.

Geographic Scope:

All commercial properties located within the boundaries of the Village of Bensenville are eligible.

Amount of Grant:

Grant awards will be made in amounts of 50% of total façade improvement costs, not to exceed $10,000. Annual funding limits may apply.

Eligible Uses:

- Canopies
- Awnings
- Windows
- Siding
- Signage
- Exterior Lighting
- Entryway Improvements
- New Façade Elements
- Façade Rehabilitation, Including Removal of Non-Original Façade
- Professional Services Related to Project (i.e. Architect or Design Fees)
- Other Uses As Deemed Eligible By Staff

Only the uses specified above are eligible for funding under the Façade Improvement Program. Each eligible project must meet minimum Design Guidelines as established by the Village of Bensenville's Appearance Code.

How the Program Works:

- Completed application submittal
- Village staff will assist the applicant in understanding eligible improvements/expenses

- Applicant will prepare drawings and/or specifications for improvements
- Applicant will submit photos of property and adjacent properties
- Applicant will receive no fewer than three (3) professional signed bids, quotes, or cost estimates
- Village staff must approve cost estimates before any works commences
- The Village will provide a "Notice to Proceed"
- The Village will provide reimbursement after work is completed and final inspections have been approved

Individual projects through the Façade Improvement Program are subject to approval by the Community Development Commission and Village of Bensenville Board of Trustees. Any work done before "Notice to Proceed" will be ineligible for funding. As a condition of the Façade Improvement Program, the Village may require certain style and design characteristics.

Requirements for Payment/Reimbursement:

In order to receive payment or reimbursement, projects must submit the following to the Village of Bensenville Finance Department:

- Invoice
- Waiver of Liens Against the Property
- Canceled Check (As Backup for Disbursements)

Obligations:

- One time grant per tenant
- No application fee, building permit required
- General maintenance items such as tuck-pointing may be eligible, subject to approval by the Village of Bensenville
- Once completed, applicant must maintain improvements for no less than two years
- Village may issue a modification approval upon request
- Should improvements be removed within two years of completion, the applicant must repay the Village the entire grant award within six (6) months of the improvements' removal

Design Guidelines Overview:

1. *Façade:* The façade is the entire exposed exterior surface of a building from exterior grade to the roofline. Any façade fronting a public street will be considered a primary façade, while any façade not fronting on a public street, but exposed to public view, will be considered a secondary façade. In façade renovation, all structural and decorative elements should be repaired or replaced to match or be compatible with the original materials and design of the building.

   Solid or permanently enclosed storefronts are prohibited, as are window treatments that significantly decrease the amount of window area. All damaged or otherwise deteriorated elements of display windows, entrances, upper facades, or signs should be repaired or replaced. Each building should be

an integral element of the overall site design and should reflect and complement the character of the surrounding area.

2. *Exterior Lighting:* It is more appropriate to provide lighted showcases and spot or flood lighting to articulate architectural detailing or activities associated with the building, business graphics, or show windows. No lights should move, flash, or make noise.

3. *Signs:* A sign's major purpose is to identify a business and what the business sells. Signs do not have to be large and overbearing, or cluttered with excess information. They should be fairly simple and should be coordinated with neighboring signs. Randomly located signs, signs containing too much information, the use of many signs, and signs that are too large for individual shops and compact neighborhood shopping areas are often hard to read and are easily missed by pedestrian shoppers and drivers. Such signage can give local shopping areas a cluttered, confusing image. Simple signs, and the consistent size and location of the signs from one storefront to the next, make locating businesses easier for pedestrians and drivers. <u>All signage must conform to the Village of Bensenville Sign Regulations</u>. Legal but non-conforming signs must be brought into compliance as a part of any Façade Improvement project award.

   Large signs on upper facades, signs above the roofline of the building, billboards, and other outdoor advertising signs painted or mounted on structures, except as otherwise described, are prohibited.

   Sign colors should be coordinated with the colors of the building. Sign size should be compatible with the scale of the building and surrounding buildings.

   All sign lighting elements such as switches and panel boxes should be concealed from view as much as possible. Old signs, unused support structures, and empty electrical conduits must be removed.

4. *Graphics:* Window graphics shall be permanent and painted, decal-type applied to the glass, or neon designs. All designs shall be subject to approval as a part of the program and the total of all permanent window graphics shall not exceed 25% coverage of the glass on the main floor. When window graphics are placed, temporary, promotional signs are permitted, but the maximum coverage shall not exceed another 25% coverage of the glass on the main floor.

5. *Windows and Doors:* Windows and doors should be tight fitting and have sashes of proper size and design. Window frames with rotten wood, broken joints, or loose mullions should be replaced. All broken and missing windows should be replaced with new non-reflective glass, to provide visibility to the interior and to merchandise displays. New doors and windows should be compatible with the architectural style and character of the facade. Silver-colored aluminum windows and doors are generally not permitted as a part of this program, unless they enhance the design or meet specific district guidelines. No storefront should be covered or boarded up, except during construction.

6. *Exterior Painting:* If carefully placed, colors can accentuate architectural details and visually unite groups of separate buildings. Yet, too many colors on the wrong features will detract from the building's character and that of its neighbors. *Base color* typically matches the natural color of building materials, such as brick or stone. *Trim color* is used for framing the façade, doors, windows, and for the primary color of the cornice and major architectural elements. If used, minor trim colors are darker and used on doors and window sashes. Terra cotta, ceramic tile, stone, glass, and unpainted brick should not be painted. When it is necessary to "re-paint" brick facades, care should be taken to ensure only paint or stain designed specifically for brick is used to prevent future damage to the structure.

7. *Awnings and Canopies:* Awnings can be attractive improvements to a storefront. <u>However, when the store's name is included on an awning or canopy, this is considered to be a sign, and only one sign is</u>

allowed per storefront. Awnings can also provide shelter from the sun and rain. When awnings are desired, rigid or fixed awnings or sunscreens should be used only when considered as an integral part of the adjacent structures. Cloth or vinyl awnings should be flame proofed. Lighted awnings are not encouraged. Awnings should be installed against the building and generally should not extend above the sign band. All awnings must conform to Village code.

NOTE: Bensenville is an Enterprise Zone. In most cases, State sales tax may be waived on building materials. There is a separate Application for Enterprise Zone Assistance requiring Village Board Approval. Please discuss with staff before submitting this application to avoid delaying your project.

Façade Improvement Program Application:

Date: _____

Address of Proposed Project: _____

Name of Applicant: _____

Name of Property Owner (If Different):_____

Business Name: _____

Business Phone: _____ Email Address: _____

Mailing Address (If Different):_____

Contact Person: _____ Home Phone: _____

Year Property Purchased/Business Opened: _____

Lease Terms: _____ Expiration Date: _____

Property Square Footage: _____ Number of Employees: _____

Projected Revenue: $_____ $_____ $_____

(Year 1) (Year 2) (Year 3)

Supplemental Questions:

1. Please provide a property and/or business description:

_____

_____

_____

_____

_____

2. Please describe the proposed improvements:

_____

_____

_____

_____

_____

3. What is the estimated cost of improvements?:

_____

_____

_____

_____

_____

4. How will you fund your portion of improvements? (Must provide documentation supporting this):

_____

_____

_____

_____

_____

5. How will this project positively impact the local Bensenville economy? (Ex: job creation, increased sales tax, property tax, etc.):

_____

_____

_____

_____

_____

Stipulations:

i. **Proof of Ownership/Lease Agreement:** I (we) agree to provide the Village of Bensenville with proof of ownership or a copy of an executed lease agreement.
ii. **Existing Obligations:** I (we) certify that there are no defaults on mortgage, liens on the property, land contracts, lease payments, taxes or special assessments past due.
iii. **Design Compliance:** I (we) acknowledge the receipt of the Façade Program Design Guidelines and the Village of Bensenville's Appearance Code, and agree to comply with the approved project design.
iv. **Proof of Insurance:** I (we) agree, upon project approval, to provide the Village of Bensenville with a certificate of liability, hazard, theft, and vandalism insurance, naming the Village of Bensenville as "additional insured" for the project and covering the value of the property and cost of all improvements to be made under the Façade Improvement Program.
v. **2-Year Commitment:** I (we) agree to maintain improvements made with Façade Improvement Program funds for a period of no less than two (2) years. Should improvements be removed within two (2) years of completion, the applicant must repay the Village of Bensenville the entire grant award within six (6) months of the improvements' removal.
vi. **Improvement Modification:** I (we) agree that upon request, the Village of Bensenville may issue an approval for Façade Improvement Modification. This request will be considered on a case-by-case basis, and approval will be at the discretion of the Village of Bensenville.
vii. **Credit Check:** I (we) agree that by signing this agreement we are providing authorization for the Village of Bensenville to run a credit check as necessary.
viii. **Legal Costs to Enforce Agreement:** I (we) agree to reimburse the Village of Bensenville for reasonable attorney's fees and legal expenses incurred to enforce the terms of this and any other agreement, which may replace or supersede this one, whether or not there is a lawsuit, including attorney's fees and legal expenses for efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I (we) also will pay any court costs, in addition to all other sums provided by law.
ix. **Indemnification:** I (we) agree to defend, indemnify and hold the Village of Bensenville and their officers, agents, representatives and employees harmless of, from, and against any and all loss, claims, demands, judgments, liabilities, damages, liens, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees whether arising out of or relating to (a) applicant's breach or default of any covenants, duties, obligations, representations or warranties hereunder, (b) breach of any contract or agreement, (c) negligence, and any other acts or omissions of applicant, its agents and employees, contractors and/or subcontractors, (d) any injuries to person or property sustained by applicant's employees, any contractor or subcontractor's employees, or members of the general public during the repairs; (e) any subsequent injuries to any party resulting from damage caused during the project or by materials left at the property after the project, (f) violation of or failure to comply with governmental law, (g) violation of any collective bargaining agreement or employment contract, (h) any claim arising from or in any way relating to this agreement, whether or not filed directly against the Village of Bensenville.
x. **Access to Project Site and Plans:** I (we) agree to give Village of Bensenville staff and contractors access to the proposed project site and any or all plans associated with the project. I (we) also

agree to give the Village of Bensenville access to all professional bids and/or design professionals associated with the project.

xi. **Site Plan:** I (we) agree that the Village of Bensenville reserves the right to request a project site plan as needed, and in such an instance I (we) agree to provide a site plan for review.

xii. **Plat of Survey:** I (we) agree, upon project approval, to provide the Village of Bensenville a Plat of Survey for review.

xiii. **Limit on Façade Program Funding:** Project funding is limited to one (1) Façade Improvement Program grant per tenant.

xiv. **Project Start Deadline:** I (we) agree to commence work on the proposed project within ninety (90) days of receiving "Notice to Proceed" from the Village of Bensenville. I (we) understand that if work does not commence within ninety (90) days, a new application must be submitted.

xv. **Project Funding:** I (we) agree to provide proof of funding for the proposed project prior to approval of application. Proof of funding must be provided in a bank statement from the applicant's account and/or the applicant's loan approval documentation.

xvi. **Additional Information:** I (we) understand and agree to provide additional information about the business, including financial statements, business projections, closing statements, evidence of funds for project, loan commitments, etc., if requested by the Village of Bensenville. I (we) understand that such information may be utilized to determine program eligibility and/or potential to remain in business if funds are allocated for the project.

xvii. **Application Amendments/Additions:** It is highly recommended that the applicant complete the needed due diligence prior to submittal of the Façade Improvement Program application to ensure a proper construction budget. Amendments and additions to the application are discouraged and project overruns should be absorbed by the applicant. In rare instances and after proving hardship through the Village of Bensenville's plan review process will changes to project funding be considered.

xviii. **Applicant as Contractor*:*** If the applicant serves as the project general contractor, or a sub-contractor, the applicant's profit will not be considered as an eligible expense for the portion of the work the applicant performs as contractor.

I (we), by signature below, agree to the stipulations itemized above and certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Bensenville's Façade Improvement Program. I (we) understand the work to be performed will be in accordance with all Village codes, and must receive Village Board approval and that any work performed prior to city council approval will result in this Façade Improvement Program application being declared void. I (we) agree to hold harmless, indemnify, and defend the Village of Bensenville, and their employees and agents, for any and all liabilities arising out of this application, loan, construction, or other projects, and any agreement to share costs, including but not limited to any and all lawsuits or other disputes. I understand if approved for assistance, the work to be performed will be in accordance with program procedures and the general design guidelines for the district, as well as the specific design concept and improvement plan approved for this property.

_____ _____

Signature of Applicant Date

_____ _____

Print Name Date

In witness thereof: _____ _____

Notary Date

If Façade Improvement Program applicant is not the owner of the real property, approval of this application must be obtained from the property owner/property manager in order to move forward.

I CERTIFY THAT I, THE UNDERSIGNED, AM THE OWNER OF PROPERTY LOCATED AT

_____

(Address of Property to be improved)

AND AUTHORIZE THE ASSIGNED ABOVE TO MAKE THESE IMPROVEMENTS AND APPLY FOR PARTICIPATION IN THIS PROGRAM.

_____ _____

Signature of Owner/Property Manager Date

_____ _____

Print Name Date

Please call the Village of Bensenville, Community and Economic Development to make an appointment to discuss your completed application.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Establishing the Tax Levy Estimate in the Amount of $5,280,588 for 2017 Per the Truth in Taxation Act

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
TBD	October 17, 2017

BACKGROUND:

The Truth in Taxation Act provides that not less than 20 days before any taxing body approves the property tax levy, it must prepare an estimate (also referred to as the "determination") as to how many dollars in aggregate property tax extensions may be necessary. If this estimate (determination) was more than 5% greater than the previous year's extensions, an additional notice published in the newspaper and a public hearing is required before the levy can be adopted. We have prepared a Levy Estimate which is same as last year's extension and does not triggers a Truth in Taxation hearing. This levy is sufficient to capture the 2.1% CPI increase as well as any new construction/property improvements which is estimated at $2,100,000 per the Addison Township Assessor's Office. Attached, please find a copy of the Tax Levy Estimate and an updated timeline for approval of the Levy.

KEY ISSUES:

It is important to prepare an estimate that ensures the Village will capture the maximum amount in property taxes subject to the Property Tax Extension Limitation Law (PTELL) "Tax Cap" provisions of the statute. The proposed levy is $5,280,588, which does not require a Truth in Taxation Hearing. The Ordinance approving the Levy will be presented to the Board on November 14, 2017.

ALTERNATIVES:

- Approve the Resolution
- Board Discretion

RECOMMENDATION:

Staff recommends approval of a Resolution approving the 2017 Tax Levy Estimate.

BUDGET IMPACT:

Approval at the recommended level will ensure that the levy can be set at an amount that will capture new construction and CPI growth without exceeding the (PTELL) Tax Cap legislation.

ACTION REQUIRED:

Committee consideration of a recommendation to the Village Board regarding the 2017 Tax Levy Estimate. If approved, this item will appear on the October 24, 2017 Village Board Agenda.

ATTACHMENTS:

Description	Upload Date	Type

Levy Estimate	10/9/2017	Backup Material
Levy Estimate Resolution	10/9/2017	Resolution Letter

EXHIBIT I to 2017 Levy Ordinance

Village of Bensenville

2017 Tax Levy

	2016 Extension	2017 Estimate	Increase / (Decrease)	% Change
Corporate	$ 2,181,334	$ 2,224,961	$ 43,627	2.00%
Police Protection	$ 1,200,187	$ 1,224,191	$ 24,004	2.00%
Police Pension	$ 331,490	$ 338,120	$ 6,630	2.00%
Tort Liability	$ 304,843	$ 310,940	$ 6,097	2.00%
Worker's Compensation	$ 217,441	$ 221,790	$ 4,349	2.00%
IMRF	$ 240,891	$ 245,709	$ 4,818	2.00%
Social Security (FICA)	$ 280,861	$ 286,478	$ 5,617	2.00%
Subtotal	$ 4,757,047	$ 4,852,188	$ 95,141	2.00%
Debt Service Levy	$ 501,499	$ 428,400	$ (73,099)	-14.58%
Total Property Tax	$ 5,258,546	$ 5,280,588	$ 22,042	0.42%

Notes:

The consuper Price Index for 2017 used in calculating the 2017 estimate is 2.1%

The Equalised Assessed Value is expected to increase by 8% (per Addison Township)

Regular Tax	2016 Taxes	2017 Taxes
Total Village EAV	$ 510,608,673	$ 551,457,367
Tax Rate	1.0080%	0.9576%
Average House Value	$ 200,000.00	$ 200,000.00
Average EAV	$ 66,666.67	$ 66,666.67
Exemption	$ (6,000.00)	$ (6,000.00)
Net EAV	$ 60,666.67	$ 60,666.67
Average Tax Burden	$ 611.52	$ 580.93

Senior Tax	2016 Taxes	2017 Taxes
Total Village EAV	$ 510,608,673	$ 551,457,367
Tax Rate	1.0080%	0.9576%
Average House Value	$ 200,000.00	$ 200,000.00
Average EAV	$ 66,666.67	$ 66,666.67
Exemption	$ (11,000.00)	$ (11,000.00)
Net EAV	$ 55,666.67	$ 55,666.67
Average Tax Burden	$ 561.12	$ 533.05

The projected increase will NOT require a Truth in Taxation Hearing

RESOLUTION NO. _____

A RESOLUTION DETERMINING AN ESTIMATE OF REAL PROPERTY TAXES TO BE LEVIED BY THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, FOR THAT PORTION OF THE FISCAL YEAR COMMENCING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017

WHEREAS, a proposed estimate of real property taxes to be levied by the Village of Bensenville, DuPage and Cook Counties, Illinois ("Village"), for a portion of the fiscal year commencing January 1, 2017, and ending December 31, 2017 ("Proposed 2017 Tax Levy Estimates") has been prepared as set forth in Exhibit "A"; and

WHEREAS, the President and the Board of Trustees of the Village are proposing to adopt the Proposed 2017 Tax Levy Estimates as the estimated amount of money, exclusive of any portion thereof attributable to the cost of conducting an election required by general election law, to be raised by taxation for that portion of the Village's fiscal year commencing January 1, 2017, and ending December 31, 2017 ("Village's Fiscal Year"), upon taxable real property in the Village; and

WHEREAS, the Proposed 2017 Tax Levy Estimates would be an increase of 2.00 percent in the "aggregate levy," as defined in Section 18-55(b) of the "Truth in Taxation" Law, 35 ILCS 200/18-55, over the final aggregate levy of the preceding year; and

WHEREAS, accordingly, there is no hearing required prior to notice being given of the Village's intent to adopt said Proposed 2017 Tax Levy Estimates.

WHEREAS, accordingly, it is proper that the President and the Board of Trustees of the Village determine the Proposed 2017 Tax Levy Estimates to be the amount of money estimated to be raised by taxation for the Village's 2017 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, at a Regular Meeting duly assembled:

SECTION 1. That foregoing recitals be and hereby are incorporated herein by reference as if fully set forth.

SECTION 2. That the "Village of Bensenville 2017 Tax Levy Estimates," for that portion of the fiscal year referenced herein, attached hereto as Exhibit "A" and incorporated herein by reference, are determined to be the estimated amount of money, exclusive of any portion thereof attributable to the cost of conducting an election required by general election law, to be raised by taxation for that portion of the Village's 2017 Fiscal Year as set forth herein upon taxable real property in the Village.

SECTION 3. That, if any part or parts of this Resolution shall be held to be unconstitutional, void, or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining parts of this Resolution.

SECTION 4. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this _____ day of October 2017.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $17,975,000 series 2011A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2011A General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2011A Bonds were issued for: TIF 12 North Industrial Park.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $966,050.

ACTION REQUIRED:

Approval of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2011A Abatement Ordinance	10/9/2017	Resolution Letter

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $17,975,000 SERIES 2011A GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 13th day of September, 2011 (the "Ordinance"), did provide for the issue of $17,975,000 General Obligation Bonds (Alternate Revenue Source) Series 2011A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $7,205,000 series 2011B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/16

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2011B General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2011B Bonds were issued for: SSA 3 - 8 North Industrial Park.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $579,656.

ACTION REQUIRED:

Approval of the Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $7,205,000 series 2011B General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
2011B Ordinance	10/9/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $7,205,000 SERIES 2011B GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 13th day of September, 2011 (the "Ordinance"), did provide for the issue of $7,205,000 General Obligation Bonds (Alternate Revenue Source) Series 2011B (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,380,000 series 2011C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2011C General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2011C Bonds were issued for: Refunded Series 2001D (TIF 7 CVS).

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $168,263.

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $1,380,000 series 2011C General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

ATTACHMENTS:

Description	Upload Date	Type
2011C Ordinance	10/9/2017	Ordinance

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $1,380,000 SERIES 2011C GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 13th day of September, 2011 (the "Ordinance"), did provide for the issue of $1,380,000 General Obligation Bonds (Alternate Revenue Source) Series 2011C (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Published in Pamphlet Form

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,630,000 series 2011D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2011D General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2011D Bonds were issued for: Refunded Series 2001E (TIF 11 Grand and York).

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $180,431.

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $1,630,000 series 2011D General Obligation Bonds (alternate revenue source) of the Village of Bensenville,

Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2011D	10/9/2017	Ordinance

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $1,630,000 SERIES 2011D GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 13th day of September, 2011 (the "Ordinance"), did provide for the issue of $1,630,000 General Obligation Bonds (Alternate Revenue Source) Series 2011D (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,730,000 series 2012A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2012A General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2012A Bonds were issued for: Refunded Series 2002A.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $236,400.

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $1,730,000 series 2012A General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2012A	10/9/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $1,730,000 SERIES 2012A GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 22nd day of May, 2012 (the "Ordinance"), did provide for the issue of $1,730,000 General Obligation Bonds (Alternate Revenue Source) Series 2012A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Published in Pamphlet Form

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $945,000 series 2012B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/2017

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2012B General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2012B Bonds were issued for: Refunded Series 2002B.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is 130,950

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $945,000 series 2012B General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
2012B Ordinance	10/9/2017	Ordinance

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $945,000 SERIES 2012B GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 22nd day of May, 2012 (the "Ordinance"), did provide for the issue of $945,000 General Obligation Bonds (Alternate Revenue Source) Series 2012B (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,400,000 series 2012C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2012C General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2012C Bonds were issued for: Refunded Series 2003A.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approval of the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $139,550.

ACTION REQUIRED:

Approval an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $1,400,000 series 2012C General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $1,400,000 SERIES 2012C GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 22nd day of May, 2012 (the "Ordinance"), did provide for the issue of $1,400,000 General Obligation Bonds (Alternate Revenue Source) Series 2012C (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $5,345,000 series 2012E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2012E General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2012E Bonds were issued for: Refunded Series 1998, 1998A, 2001A and 2003G.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $5,345,000 series 2012E General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $708,775.

ACTION REQUIRED:

Approval of the 2017 Tax Levy Abatement Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $5,345,000 SERIES 2012E GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 25th day of September, 2012 (the "Ordinance"), did provide for the issue of $5,345,000 General Obligation Bonds (Alternate Revenue Source) Series 2012E (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $3,785,000 series 2013A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2013A General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2013A Bonds were issued for: SSA 9 North Industrial Park.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $309,645.

ACTION REQUIRED:

Approval Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $3,785,000 series 2013A General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $3,785,000 SERIES 2013A GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 25th day of June, 2013 (the "Ordinance"), did provide for the issue of $3,785,000 General Obligation Bonds (Alternate Revenue Source) Series 2013A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $8,000,000 series 2013E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2013E General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2013E Bonds were issued for: New Police / EMA Headquarters.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $629,063.

ACTION REQUIRED:

Approval an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $8,000,000 series 2013E General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of

Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $8,000,000 SERIES 2013E GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 10th day of September, 2013 (the "Ordinance"), did provide for the issue of $8,000,000 General Obligation Bonds (Alternate Revenue Source) Series 2013E (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,625,000 series 2014A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2014A General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2014A Bonds were issued for: Refund of 2004E Bonds which were issued for water and sewer projects.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $150,013.

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $1,625,000 series 2014A General Obligation Bonds (alternate revenue source) of the Village of Bensenville,

Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $1,625,000 SERIES 2014A GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 15th day of July, 2014 (the "Ordinance"), did provide for the issue of $1,625,000 General Obligation Bonds (Alternate Revenue Source) Series 2014A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Published in Pamphlet Form

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $6,815000 series 2014B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2014B General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2014B Bonds were issued for: New Police / EMA Headquarters.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $332,231.

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $6,815,000 series 2014B General Obligation Bonds (alternate revenue source - Qualified Energy Conservation Bonds Direct Payment) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $6,815,000 SERIES 2014B TAXABLE GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE - Qualified Energy Conservation Bonds Direct Payment) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 18th day of November, 2014 (the "Ordinance"), did provide for the issue of $6,815,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE - Qualified Energy Conservation Bonds Direct Payment), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $1,185,000 series 2014D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2014D General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2014D Bonds were issued for: New Police / EMA Headquarters.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $460,700.

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $1,185,000 series 2014D General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $1,185,000 SERIES 2014D GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 18th day of November, 2014 (the "Ordinance"), did provide for the issue of $1,185,000 General Obligation Bonds (Alternate Revenue Source) Series 2014D (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Amit Thakkar	Finance	October 17, 2017

DESCRIPTION:

Consideration of an Ordinance Abating the Tax Heretofore Levied for the year 2017 to pay debt service on $2,425,000 series 2014E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** 10/17/17

BACKGROUND:

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2014E General Obligation Bonds (Alternate Revenue Source) bond issue.

The Series 2014E Bonds were issued for: partial refunding of 2004D Bonds which were issued for Capital Improvements.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance.
2. Board Discretion.

RECOMMENDATION:

Approve the 2017 Tax Levy Abatement Ordinance.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village. The total amount of debt service being abated is $290,100.

ACTION REQUIRED:

Approval of an Ordinance abating the tax heretofore levied for the year 2017 to pay debt service on $2,425,000 series 2014E General Obligation Bonds (alternate revenue source) of the Village of Bensenville,

Counties of Cook and DuPage, Illinois.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/11/2017	Cover Memo

ORDINANCE #_____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017 TO PAY DEBT SERVICE ON $2,425,000 SERIES 2014E GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 18th day of November, 2014 (the "Ordinance"), did provide for the issue of $2,425,000 General Obligation Bonds (Alternate Revenue Source) Series 2014E (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2017 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2017.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Informational	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:
Informational Discussion on the Ride DuPage Transportation Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:
The Village currently operates a Dial-a-Bus Program through the PACE Suburban Bus Division. Service times are limited to Monday - Friday from 6:00am - 6:00 pm, and two Saturdays per month from 10am - 3pm. There is no service on holidays or Sundays. Riders are also restricted to the Bensenville Village Limits for their rides, except a weekly trip to Target. Rider fees are established by the Village for the Program and are currently $1 per ride for Seniors (>65 years old) and Disabled, and $5 per ride for adults and children.

The Village heavily subsidizes this program on the order of $250,000 per year. As our budgets continue to get constrained, alternative options are being evaluated.

The Ride DuPage Program is also run in partnership with PACE through the Inter Agency Paratransit Coordinating Council (IAPCC) and offers 24-hour / 7-days per week service anywhere within the DuPage County boundary limits. Rider fees are established by Ride DuPage and are $2 base fee plus $1 per mile. The Program is only offered to seniors and disabled individuals.

KEY ISSUES:
Addison Township currently subsidizes the program for those within their jurisdictional boundaries which includes all of the Village of Bensenville. The Village of Bensenville residents subsidize the Ride DuPage program through their property taxes to Addison Township (AT).

The benefits of Ride DuPage over Dial-a-Bus include:

- 24/7/365 service for seniors
- Full range of destinations throughout DuPage County rather than just Bensenville
- Increased reliability
- Efficiencies through government consolidation/partnerships

Jodi Hefler, Senior Services Coordinator from the Village of Glen Ellyn will be at tonight's meeting to provide a program overview and address any Committee questions or concerns.

ALTERNATIVES:
N/A

RECOMMENDATION:
N/A

BUDGET IMPACT:
N/A

ACTION REQUIRED:
N/A

ATTACHMENTS:

Description	Upload Date	Type
Ride DuPage Sheet	1/29/2016	Backup Material
AT Rider Guidelines	1/29/2016	Backup Material

Home...

Select Language

Powered by Google Translate

Sponsors General Information

Future Sponsor FAQs

Future Sponsor FAQs

What is Ride DuPage?

Ride DuPage is a transportation service that operates 7 days per week, 24-hours per day. Organizations such as municipalities, townships, social service organizations, and employers can participate by subsidizing transportation for their clients or constituents.

Whose program is this?

Ride DuPage is a program developed by the Inter Agency Paratransit Coordinating Council (IAPCC). The IAPCC is an organization made up of government entities, human service organizations, and consumers. The IAPCC designated DuPage County as the lead agency on the project. The County has contracted with Pace Suburban Bus to manage the day-to-day operations of Ride DuPage.

Who is eligible?

Sponsoring agencies determine the eligibility for their riders. For example, a municipality may wish to establish eligibility based on age or disability, while a social service organization may establish eligibility based on income.

How much does it cost?

The cost to the sponsoring agency is based upon the amount of service used by its clients and the level of subsidy the sponsor chooses to provide. The IAPCC, DuPage County, and Pace staff can work with interested sponsors to develop demand estimates and evaluate the budget impacts of subsidy options.

How do people register?

Registration is handled by the sponsoring agencies. Pace provides sponsors with a standardized registration form. When sponsors determine an individual to be eligible for the service, the completed registration form is forwarded to Pace so that the individual can begin using the service.

How are trips scheduled?

Registered riders call the Ride DuPage Call Center to schedule a trip. The scheduler will take the information from the rider, then using a map-based software program, determine the most efficient way to provide the trip. Wherever possible, riders will be placed on vehicles with other passengers in order to increase the productivity of the service.

How are people who use wheelchairs accommodated?

All of the Pace mini-buses used in Ride DuPage are lift equipped. As part of the registration process, individuals indicate if they utilize any type of mobility aid. If an individual is unable to ride in a standard sedan, their client file is notated so that the computerized scheduling system will only place their trip on a lift-equipped vehicle.

What is the fare?

The fare paid by the rider is determined by the policy of the sponsoring agency. Most current Ride DuPage sponsors charge their riders a distance-based fare, meaning the greater the distance the rider travels, the higher the fare they pay.

What types of vehicles are used?

Ride DuPage operates using a mixture of taxis and Pace mini-buses. The majority of trips are provided via taxi.

How is taxi licensing handled?

Because they are under contract with Pace, taxi companies that participate in Ride DuPage are considered public transit carriers while performing Ride DuPage service. Therefore, they do not need to be licensed by individual communities to perform Ride DuPage trips. Pace requires that all taxi vehicles used in Ride DuPage service undergo regular safety inspections and preventative maintenance. If taxi carriers are also performing standard taxi service in addition to their Ride DuPage service then the licensing standards of individual municipalities still apply.

Are background checks performed on drivers?

Taxi and bus drivers that operate Ride DuPage service are subject to qualifications established by Pace Suburban Bus. Those include criminal background checks, US DOT physicals, drug and alcohol testing, and driving record checks.

Who handles complaints?

Pace Suburban Bus has staff specifically dedicated to the resolution of Ride DuPage complaints. While some riders may call their sponsor to register a complaint, they should always be instructed to contact Pace directly.

What kind of reports will I receive?

Sponsors receive monthly reports from Pace that provide complete detail on every trip charged to that sponsor. The date, time, rider name, pick-up and drop-off locations are all reported. Other reports include information on on-time performance, missed trips, and rider no-shows. In addition to trip information, sponsors receive a monthly invoice outlining the cost of service.

What if we already have a Pace Dial-a-Ride?

Pace Dial-a-Ride services can be converted into the Ride DuPage program. Typically, that will mean a significant improvement for riders in the days and hours that service is available to them. The subsidy that Pace provides for local dial-a-rides can also be carried over in to the Ride DuPage program.

What if the service goes over budget?

When a new sponsor decides to participate in Ride DuPage, demand estimates will be developed based upon the experience of existing Ride DuPage sponsors in order to assist the new sponsor in budgeting for the service. However there is always the possibility that demand will exceed expectations. In those cases, DuPage County, Pace, and the sponsor will need to work together to make appropriate changes to the service (most likely a change in fare) to bring it back within budget.

What communities are currently participating?

As of April 2013 the current Ride DuPage sponsors are:

- The Village of Glen Ellyn
- The City of Wheaton
- Milton Township
- The City of Naperville
- Naperville Township
- Lisle Township
- DuPage County Community Services
- DuPage County Senior Services
- The DuPage Veterans' Assistance Commission
- Wheatland Township

Can I partner with other communities?

Communities, particularly those with overlapping boundaries such as townships and municipalities, are encouraged to partner in the development of service.

Are there grants available to help my community pay for the service?

State and federal funds for the operation of transportation services are extremely limited. Ride DuPage sponsors should anticipate that they will need to pay for Ride DuPage service from their own resources.

My organization wants to become a sponsor. What do we do next?

Organizations that are interested in becoming sponsors should contact DuPage County Community Services. The County, Pace, and the IAPCC will work with the new sponsor to develop eligibility criteria, fare structure, budget forecasts, and a timeline for implementation. The organization will need to enter in to a sponsor agreement with the County that outlines each organization's responsibilities. Pace will provide marketing materials that can be easily customized by the sponsor to help promote the service. The Consumer Advisory Committee of the IAPCC is available to help educate consumers about the new service.

Title VI Program Notice:

"No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal Financial assistance." (42 USC 2000d)

Home...

Select Language

Powered by Google Translate

Rider General Information

Rider Testimonials

Registered Rider

Riders Guide

Transportation Safety Assessment Tool

UnRegistered Rider

Sponsor Guidelines

Addison Township Guidelines

City of Wheaton Guidelines

County Paratransit Guidelines

County Senior Transportation Grant Guidelines

Milton Township Guidelines

Naperville-Lisle Area Transportation Partners Guidelines

Veterans Medical Transportation Guidelines

Village of Glen Ellyn Guidelines

Addison Township Guidelines

Eligibility

Residency: Addison Township
Senior (minimum age): 65 yrs
Disabled: No Age Limit with RTA Reduced Fare Card
General Public: Only seniors and persons with disabilities
Other Eligibility Requirements: Must reside within Municipal limits of Addison Township

Ride DuPage
Addison Township
Michael Capizzano
Senior Services
Phone: (630) 530-8161

Trip Restrictions

No airport trips

Registration Information

Registration location: Addison Township, 401 N. Addison, Addison, IL 60101
Registration times: Monday through Friday 8:30am to 3pm
Appointment needed? No
Registration allowed by mail? Yes
Registration allowed by phone? No
Eligibility documentation required: RTA Reduced Fare Card for disabilities

Fare

As of November 2, 2014
$2.00 flag pull and $1.00 per mile

View/Print a copy of the Addison Township Rider's Guide (coming soon!)

Title VI Program Notice:

"No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal Financial assistance." (42 USC 2000d)

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing Payment to All Seasons Plumbing and Sewer, Inc. for the Emergency Repair of a Sanitary Sewer at 434 Barron Street in the Not-to-Exceed amount of $11,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Committee of the Whole	October 17, 2017

BACKGROUND:

On September 25, 2017 All Seasons Plumbing and Sewer contacted Public Works reporting they had a client at 434 Barron Street with a blocked sanitary sewer lateral pipe. They discovered several problems, some of which were in the parkway. Staff visited and inspected the ongoing work on the private lateral and saw massive root intrusion into the pipe and evidence the Village owned portion was collapsed and separated. Because the homeowner had no service, and had a plumber working already, Staff authorized the plumber to remove and replace the parkway section. As the work progressed it was determined, with concurrence from Staff, that the lateral pipe needed replacement all the way to the main under the street.

KEY ISSUES:

Because a resident without sanitary sewer service is considered an emergency, the plumber already on site was permitted to repair the Village portion of the problem without seeking other bids.
The plumber has already been paid for their services. We are seeking Village Board post-approval as this repair was considered an emergency.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

Funding is set aside for emergency repairs of this nature in our Wastewater Conveyance Budget - Other Contractual Services (Account No. 51050560 549990)

ACTION REQUIRED:

Approval of a Resolution Authorizing Payment to All Seasons Plumbing and Sewer, Inc. for the Emergency Repair of a Sanitary Sewer at 434 Barron Street in the Not-to-Exceed amount of $11,000.

ATTACHMENTS:

Description	Upload Date	Type
INVOICE - Sewer Repair at 434 Barron	10/10/2017	Backup Material
RES - Sewer Repair at 434 Barron	10/10/2017	Resolution Letter

ALL SEASONS
Plumbing & Sewer Inc.

INVOICE

24 Hours a Day

№ 217827

OFFICE: (708) 656-2881
(708) 579-2883
FAX: (708) 656-7583

COUNTRYSIDE, IL. 60525

Residential / Commercial and Industrial:
Plumbing • Hydrojetting • Sewer • Video Inspection •
RPZ Valves/Water Lines • Design/Build Waste Remediation Systems
Dump Truck and Backhoe Services • Blue Print Reconstruction & Updating

JOB NO.	P.O. NO.	DATE
INVOICE	PHONE 224-766-0767	TENANT PHONE

NAME Abelia Hernandez / Bensonville public works

ADDRESS 434 Barron St. | CITY Bensonville | STATE IL | ZIP 60106

☐ CASH ☐ CHECK ☐ CHARGE ☐ BILLING ☐ OTHER

DESCRIPTION	AMOUNT
Contractors will dig parkway, app 12 ft. and also	
app 15 feet in street to main line. Remove old	
pipes. Install new schedule 40 pvc pipes per city	
code. After inspection, contractors will surround	
pipe with 3/4 in. gravel and backfill hole. street	
will be backfilled with 3/4 in gravel, and leveled with	
concrete. All debri will be cleaned up and hauled	
away.	
	MATERIALS & LABOR
	PERMITS & FEES
	TOTAL $8,000
	DEPOSIT
	BALANCE

Accounting

Supervisors Signature Date

Director Signature Date

SUBMITTED BY _____ SIGNATURE _____ DATE 9-26-17

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be due upon completion unless prior billing arrangements have been approved.

CUSTOMER SIGNATURE Mark Knapp DATE 9-26-17

☐ VISA ☐ DISCOVER ☐ MASTERCARD ACCOUNT NO. _____ EXPIRATION DATE _____ APPROVAL NO. _____

ALL CHECK MUST BE MADE PAYABLE TO ALL SEASONS PLUMBING & SEWER

I hereby certify that the above work has been satisfactorily completed. CUSTOMER SIGNATURE _____ DATE _____

TERMS: Payment on completion or prearranged billing for commercial business only. All billing net 30 days. A charge of 1 ½% per month (annual rate 18%) will be assessed on open balances 30 days past work completion date. The customer further convenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by All Seasons Plumbing in enforcing the covenants and agreements of this agreement.

NOT RESPONSIBLE FOR LANDSCAPING, BROKEN SEWER. TREE ROOTS IN SEWER

All Seasons Plumbing & Sewer Solutions

773.947.4941 sewerservice2@gmail.com 708.354.2222

INVOICE

24 Hours A Day

Residential / Commercial / Industrial:

Plumbing • Hydrojetting • Sewer • Video Inspection • RPZ Valves/Water Lines
Design/Build Waste Remediation Systems • Dump Truck & Backhoe Services • Blue Print Reconstruction & Updating

JOB NO.	P.O. NO.	DATE
INVOICE	PHONE	TENANT PHONE

NAME: City of Bensenville / Public works / MARK

ADDRESS	CITY	STATE	ZIP
434 Barron ST	Bensenville	IL	60106

☐ CASH ☐ CHARGE ☐ BILLING ☐ OTHER

DESCRIPTION

Contractors will dig up remainder of sewer line to city tap, app. and additional 8 ft. of sewer. After inspection, hole will be backfilled with 3/4 gravel. All debri will be cleaned up and hauled away

AMOUNT

MATERIALS & LABOR

PERMITS & FEES

TOTAL $3,000

DEPOSIT

BALANCE

SUBMITTED BY: RJ. SIGNATURE: DATE: 10-2-17

ACCEPTED: The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be due upon completion unless prior billing arrangements have been approved.

CUSTOMER SIGNATURE: X DATE: 10-2-17

☐ VISA ☐ DISCOVER ACCOUNT NO. _____ EXP. DATE _____ APPROVAL NO. _____
☐ MASTERCARD

ALL CHECKS MUST BE MADE PAYABLE TO ALL SEASONS PLUMBING & SEWER SOLUTIONS

I hereby certify that the above work has been satisfactorily completed. CUSTOMER SIGNATURE: _____ DATE: _____

TERMS: Payment on completion or prearranged billing for commercial business only. All billing net 30 days. A charge of 1 1/2% per month (annual rate 18%), will be assessed on open balances 30 days past the work completion date. The customer further convenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by: ALL SEASONS PLUMBING & SEWER SOLUTIONS in enforcing the covenants and agreements of this agreement.
NOT RESPONSIBLE FOR LANDSCAPING, BROKEN SEWER, TREE ROOTS IN SEWER.

I fully understand the plumber repaired the sewer only. I fully understand that I do not have a flood control system.

SIGNATURE: _____ DATE: _____

How would you rate the treatment you received from our staff? ☐ Excellent ☐ Very Good ☐ Average ☐ Poor ☐ Very Poor

How would you rate the performance of our plumbers? ☐ Excellent ☐ Very Good ☐ Average ☐ Poor ☐ Very Poor

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

BENSENVILLE
WHERE OPPORTUNITY TAKES OFF

VILLAGE OF BENSENVILLE
OPERATING ACCOUNT
12 S. Center Street
Bensenville, IL 60106-1987
Phone: (630) 766-8200

Vendor Number	Check Date	Check Number
1449	10/02/2017	00156487

2 / 112-710

VOID 120 DAYS FROM DATE OF ISSUE

$11,000.00

Pay Eleven Thousand Dollars and 00 cents ******

00156487

To The Order Of
PHILIP J. ORBECK
ALL SEASONS PLUMBING & SEWER INC
5755 SUNSET
LA GRANGE HIGHLANDS IL 60525

Austin Bank

Authorized Signature MP

Authorized Signature MP

⑈00156487⑈ ⑆071000122⑆ 300700213⑈

Village of Bensenville, Bensenville IL 60106-1987

Check Number: 00156487

Invoice Date	Invoice Number	Description		Invoice Amount
09/26/2017	217827	EMERGENCY SEWER REPAIR-434 BAR	GL-51050570549990	$11,000.00

x

received 10-2-17

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1449	PHILIP J. ORBECK	00156487	10/02/2017	$11,000.00

RESOLUTION NO.

AUTHORIZING PAYMENT TO ALL SEASONS PLUMBING AND SEWER, INC. OF COUNTRYSIDE, ILLINOIS FOR THE EMERGENCY REPAIR OF A SANITARY SEWER AT 434 BARRON STREET IN THE NOT-TO-EXCEED AMOUNT OF $11,000

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville is responsible for the operation and maintenance of the sanitary sewer collection system, and

WHEREAS a sanitary sewer blockage was identified at 434 Barron Street, and

WHEREAS the repair of the sanitary sewer is beyond the capabilities of staff, and

WHEREAS the resident had a private contractor on site prior to Village and the homeowner was without service, the Village permitted repair without seeking other quotes, and

WHEREAS All Seasons Plumbing and Sewer, Inc. completed the repair in the not to exceed amount of $11,000.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing payment to All Seasons Plumbing and Sewer, Inc. of Countryside, Illinois for the Repair of the sanitary sewer at 434 Barron Street in an amount of $11,000.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:
Consideration of a Resolution Authorizing Payment to Ex-Stint Plumbing for the Emergency Repair of a Sanitary Sewer at 517 W. Green in the Not-to-Exceed Amount of $15,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:
On September 18, 2017 Ex-Stink Plumbing & Sewer contacted Public Works reporting they had a client at 517 W Green Street with a blocked sanitary sewer lateral pipe. They discovered several problems, most of which were in the parkway. Because the homeowner had no service, and had a plumber working already, Staff authorized the plumber to remove and replace the parkway section. The lateral had broken away from its connection to the main and it was evident that sewage had been discharging into the ground. A lead water-service pipe also had to be removed in order to run the new sewer lateral and Staff requested the plumber to replace it with new copper pipe.

KEY ISSUES:
Because a resident without sanitary sewer service is considered an emergency, the plumber already on site was permitted to repair the Village portion of the problem without seeking other bids.
We are seeking Village Board post-approval as this repair was considered an emergency.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends approval of the Resolution.

BUDGET IMPACT:
Funding is set aside for emergency repairs of this nature in our Wastewater Conveyance Budget - Other Contractual Services (Account No. 51050560 549990).

ACTION REQUIRED:
Approval of a Resolution Authorizing Payment to Ex-Stint Plumbing for the Emergency Repair of a Sanitary Sewer at 517 W. Green in the Not-to-Exceed amount of $15,000.

ATTACHMENTS:

Description	Upload Date	Type
INVOICE - Sewer Repair at 517 W Green Street	10/11/2017	Backup Material
RES - Sewer Repair at 517 W Green Street	10/11/2017	Resolution Letter

Ex-Stink Plumbing & Sewer

19 Hillcrest Ave
Fox Lake,
Illinois 60020, United States
P.: 847-587-4800
E.: hvcplumbing@gmail.com

Invoice Submitted To:

Village of Bensenville

12 S Center Street
Bensenville,
Illinois 60106, United States
P.: 630-350-3413 630-350-3435

INVOICE

Invoice #	**7634A**
Invoice Date	**29-Sep-2017**
Terms	**30 DAYS**

Job Code	Job Address
7634	517 W. Green St., 517 W. Green St., Bensenville, Illinois, 60106, United States

Description	Qty	Unit Price ($)	Tax ($)	Sub Total ($)
Repair Sewer:, Saw cut street where necessary. Excavate from curb to city main crossing over water line and two storm mains. Remove existing clay tile. Install new PVC. All pipe work done to city code. Bed pipe in stone to secure. Properly tap city main. 10 year warranty on all pipe work installed. 1 year warranty on flow. Haul all spoils away. Ex-Stink is not responsible for street restoration. Village must supply dump site.	1.00	7,695.00	0.00	7,695.00
Additional Sewer Work, Break out the driveway on city property in order to replace pivot and correct previous repair done by others under fiber optic vault. Replace 8' of sewer line Fill hole with gravel to grade (supplied by Village)	1.00	2,100.00	0.00	2,100.00
			Total:	$ 9,795.00
			(+) Tax:	$ 0.00
			Discount:	$0.00 $0.00
			Grand Total:	**$ 9,795.00**
			Amount Paid:	$ 0.00
			Amount Due:	**$ 9,795.00**

Completion Notes :

Invoice Notes :

Thank you for your Business! Payment is due upon receiving this invoice.
Please make all checks payable to Ex-Stink Plumbing and Sewer.

**In the unlikely event that Ex-Stink must re-rod a line under warranty, be advised of a $45.00 trip charge.*

Ex-Stink Plumbing & Sewer

19 Hillcrest Ave
Fox Lake,
Illinois 60020, United States
P.: 847-587-4800
E.: hvcplumbing@gmail.com

Invoice Submitted To:

Village of Bensenville

12 S Center Street
Bensenville,
Illinois 60106, United States
P.: 630-350-3413 630-350-3435

INVOICE	
Invoice #	**7695A**
Invoice Date	**29-Sep-2017**
Terms	**30 DAYS**

Job Code	Job Address
7695	517 W. Green St., 517 W. Green St., Bensenville, Illinois, 60106, United States

Description	Qty	Unit Price ($)	Tax ($)	Sub Total ($)
Water Line Repair:, Re-cut an additional 7' of road in order to remove all lead water line from tap up to B-Box and round way. Install approx. 45' of 3/4" water line. Fill hole with gravel to grade (supplied by Village)	1.00	5,205.00	0.00	5,205.00
			Total:	$ 5,205.00
			(+) Tax:	$ 0.00
			Discount:	$0.00
			Grand Total:	**$ 5,205.00**
			Amount Paid:	$ 0.00
			Amount Due:	**$ 5,205.00**

Completion Notes :

Invoice Notes :

Thank you for your Business! Payment is due upon receiving this invoice.
Please make all checks payable to Ex-Stink Plumbing and Sewer.

**In the unlikely event that Ex-Stink must re-rod a line under warranty, be advised of a $45.00 trip charge.*

RESOLUTION NO.

AUTHORIZING PAYMENT TO EX-STINK PLUMBING OF FOX LAKE, ILLINOIS FOR THE EMERGENCY REPAIR OF A SANITARY SEWER AT 517 W GREEN STREET IN THE NOT-TO-EXCEED AMOUNT OF $15,000

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville is responsible for the operation and maintenance of the sanitary sewer collection system, and

WHEREAS a sanitary sewer blockage was identified at 517 W. Green Street, and

WHEREAS the repair of the sanitary sewer is beyond the capabilities of staff, and

WHEREAS the resident had a private contractor on site prior to Village and the homeowner was without service, the Village permitted repair without seeking other quotes, and

WHEREAS Ex-Stink Plumbing completed the repair in the not to exceed amount of $15,000.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing payment to Ex-Stink Plumbing of Fox Lake, Illinois for the Repair of the sanitary sewer at 517 W. Green Street in an amount of $15,000.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Franchise Agreement with Level 3 Communications, LLC to install Telecommunications within the Village of Bensenville Right-of-Way

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

Level 3 Communications recently approached the Village of Bensenville with an application to install telecommunications within the Village rights-of-way (ROW). The proposed project includes the underground installation of over 5,000 linear feet of cable mostly along Beeline, Thomas, Eagle, and Country Club. The estimated construction cost (from the design engineers) is approximately $135,000.
The proposed project will directly serve 854 Golf Lane in Bensenville. As such, Section 12-4-1 of our Village Code requires the telecommunications carrier to obtain a Telecommunications Franchise Agreement. Section 12-4 in its entirety explains the process for obtaining the license.

KEY ISSUES:

When developing a fair and reasonable compensation level for the Franchise Agreement, it is important to identify how the project will impact the Village and its property. Occupying any portion of the Village ROW will have a lasting impact as it will restrict the ability of the Village utilizing that ROW for other purposes.

The Village Code (Section 12) aids in the determination of the fees and costs associated with the permit / license process. Below is a list of the fees that pertain to this License:

Section 12-6-2 (License Application and Review) - $250.00 one time
Section 12-6-4 (Fee for use of Village Property) - $5,529.00 annually for ten year term
Section 12-6-6 (Construction Permit Fee) - $4,050.00 one time (3% of engineer's estimate)
Section 12-7-20 (Construction Restoration Fee) - $2,600.00 one time refundable deposit
Section 12-7-21 (Permanent Security) - $6,800.00 one time security for as long as the facility is located in the public ROW.

The term of the License is ten years. We have included automatic five year extensions.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the Franchise Agreement.

BUDGET IMPACT:

This License will produce $55,290 of revenue over the next ten years per the annual fee.

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of a Franchise Agreement with Level 3 Communications, LLC to install Telecommunications within the Village of Bensenville Right-of-Way.

ATTACHMENTS:

Description	Upload Date	Type
FA - Level 3 Franchise Agreement	10/12/2017	Backup Material
PLANS - Level 3 Franchise Agreement	10/12/2017	Backup Material
RES - Level 3 Franchise Agreement	10/10/2017	Resolution Letter

(Reserved For Recorder's Use Only)

VILLAGE OF BENSENVILLE AND LEVEL 3 COMMUNICATIONS, LLC FRANCHISE AGREEMENT

This Franchise Agreement (the "Franchise Agreement") is entered into on the date this Franchise Agreement is fully executed, by and between the Village of Bensenville, an Illinois municipal corporation, 12 S. Center Street, Bensenville, Illinois 60106 ("Village") and Level 3 Communications, LLC a Delaware limited liability company ("Franchisee") (collectively, the "Parties").

RECITALS

A. Franchisee is a provider of tailored, high capacity communication services, and in this capacity, Franchisee desires to install, construct, locate, operate, and maintain telecommunication facilities (hereinafter, the "Facilities"), specifically, a fiber optic network in the Village's highway right of way as designated in Exhibit "A" (the "Franchised Premises") so that Franchisee, may provide communications services to any person or area in the Village.

B. The Village is empowered to provide such approval pursuant to the Village of Bensenville Municipal Code, Section 12, Chapter 4, which provides for issuance of a Telecommunications Franchise to a telecommunications carrier who desires to work in the public ways in the Village and to provide telecommunications services to any person or area in the Village.

C. The Franchisee has submitted the application required by Section 12-4-2, and upon review the Corporate Authorities of the Village have made the determination required by Section 12-4-3 that the grant of the application will serve the interests of the Village and its residents.

D. The Village, therefore, has agreed to allow Franchisee to construct, locate, operate and maintain its Facilities in the Franchised Premises and the service that the Franchisee will provide subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals are incorporated as if fully set forth herein.

2. Subject to the terms and conditions of this Franchise Agreement, Village hereby grants Franchisee, a non-exclusive license for use of the Franchised Premises for the purpose of installing, constructing, locating, operating, and maintaining its Facilities within the Village's highway rights of way, as designated in Exhibit "A" in accordance with the installation plans therefore as dated August 9, 2017, and maintained by the Public Works Department. Except as may be varied by the installation plans, the Franchisee shall construct and install all Facilities in accordance with Section 12-4-9.

Village also grants Franchisee a non-exclusive license for ingress and egress to the Franchised Premises, for the purpose of installing and maintaining the Facilities. Franchisee shall be solely

responsible for securing the necessary permits for said installation from any federal, state or local agencies (including any permits from railways) and shall be solely responsible for the costs of same. Franchisee shall also apply and be solely responsible for paying for and securing the necessary permit(s) to perform the work contemplated hereunder, including any related to excavations or construction.

Franchisee agrees to provide the Village Manager of the Village ("Village Manager") or his designee, seventy-two (72) hours' notice prior to commencing any work under this Franchise Agreement. In the event that emergency repairs are necessary for the Facilities, Franchisee shall immediately notify the Village Manager, in writing, of the need for such repairs. Franchisee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency.

3. Term. The term of this Franchise Agreement (the "Term") shall be ten (10) years, commencing October 24, 2017 and terminating at midnight on 23rd day of October 2027. This Franchise Agreement is subject to the renewal provisions set forth in paragraph 12 of this Franchise Agreement.

4. Registration with Village. Pursuant to Title 12, Sections 12-1-3 and 12-2-1 *et seq.*, the Franchisee shall register with the Village, and pay the fee as then required by Ordinance.

5. Fees/Costs.

A. License Application and Review. Pursuant to Title 12, Chapter 6, Section 12-6-2, the Franchisee shall pay a fee of Two Hundred Fifty and 00/100 dollars ($250.00).

B. Village Costs. Pursuant to Title 12, Chapter 6, Section 12-6-3, the Franchisee shall, within thirty (30) days of written demand therefore, reimburse the Village for all direct and indirect costs and expenses incurred by the Village in connection with any modification, amendment, renewal or transfer of the Franchise.

C. Fee for Use of Village Property. Pursuant to Title 12, Chapter 6, Section 12-6-4, the Licensee shall pay the annual sum of Five Thousand Five Hundred Twenty Nine and 00/100 Dollars ($5,529.00), as and for the reasonable compensation for use of the Village's property. Pursuant to Title 12, Chapter 6, Section 12-7-20, the Licensee shall deposit the sum of Two Thousand Six Hundred and 00/100 Dollars ($2,600.00), to be refunded to Licensee after substantial completion of the work and restoration of the Village's property. Pursuant to Title 12, Chapter 6, Section 12-7-19, the Licensee shall deposit the sum of Six Thousand Eight Hundred and 00/100 Dollars ($6,800.00), as and for permanent security so long as the telecommunication facilities are located within the public ways of the Village.

D. Construction Permit Fee. Pursuant to Title 12, Chapter 6, Section 12-6-6, prior to issuance of a construction permit, the Franchisee shall pay a permit fee to the Village in the amount of Four Thousand Fifty and 00/100 ($4,050.00).

All payments required hereunder, except as separately set forth herein, shall be made payable to the Village of Bensenville, c/o Finance Director, Bensenville Village Hall, 12 S. Center Street, Bensenville, IL 60106.

6. Taxes or Fees. Franchisee will be solely responsible to pay any applicable taxes or fees for its use of the Franchised Premises. Failure to pay said taxes or fees by the date they are due shall constitute a material breach of this Franchise.

7. Conditions of Grant of Franchise. The Parties hereto agree that this Franchise is subject to Title 12, Chapter 7, except as may be varied by written agreement of the Public Works Director and Franchisee. Additionally, Franchisee shall provide written notice to residents who may be affected by installation of the Facilities.

DRAFT

8. Construction Standards. The Parties hereto agree that the work to be undertaken as approved by this Franchise is subject to the construction standards set forth in Title 12, Chapter 8, except as may be varied by written agreement of the Public Works Director and Franchisee.

9. No Lease. The Parties agree that this Franchise Agreement confers upon the Franchisee only a non-exclusive right to use the Franchised Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Franchisee a leasehold interest, or any other right, title or interest in the Franchised Premises or any portion thereof. In the event of default by the Franchisee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Franchisee's rights hereunder, said rights to be terminated upon default, as defined hereinbelow.

10. Default/Event of Litigation. In the event of the failure of any Party to perform any or all of its duties and obligations under the terms and conditions of this Franchise Agreement, including payment of the applicable fees and the costs hereunder, the other party shall notify the defaulting party of such default in writing, and the defaulting party shall have thirty (30) days from receipt of such notice to cure the default. In the event said default is not cured within said cure period, or in the event of repeated defaults, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under this Franchise Agreement. In the event of default by Franchisee, which is not cured, the Village shall have the right to seek an injunction to require Franchisee to terminate service which may be provided through the Facility and to remove the Facilities at the sole cost and expense of Franchisee.

11. General Insurance Provisions.

A. Evidence of Insurance - Franchisee shall procure, maintain and keep in effect throughout the Term a policy or policies of comprehensive general liability insurance with limits of not less than:

1. $5,000,000.00 for bodily injury or death to each person;
2. $5,000,000.00 for property damage resulting from any one accident; and
3. $5,000,000.00 for all other types of liability.
4. $3,000,000.00 for automobile liability for owner, non-owned and hired vehicles, with a limit of $3,000,000.00 for each person and $3,000,000.00 for each accident.
5. Workers' compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000.00.
6. Comprehensive for premises-operations, explosions and collapse hazard, underground hazard and products competed hazard, with limits of not less than $3,000,000.00.

The liability insurance policies required herein shall be maintained by the Franchisee throughout the term of this Agreement, and for such other period of time during which the Franchisee is in operation without a Franchise hereunder, or in engaged in the removal of its Facilities. Prior to the commencement of the Term, Franchisee agrees to cause Certificates of Insurance to be issued to reflect that it is the insured, and that the Village and the Village's officers, members and employees are each primary, non-contributory additional insureds on said policy, but for the acts and omissions of Village and for whom Village is responsible, however additional insured status shall not be required under the Franchisee's workers' compensation coverage. Franchisee may provide a Memorandum of Insurance evidencing all required insurance in lieu of a Certificate of Insurance. Required limits may be achieved through a combination of primary and umbrella/excess liability policies.

B. Prior to the commencement of any work related to the Facilities in the Village of Bensenville, the Franchisee shall furnish the Village with the above described Certificate of Insurance, and applicable policy endorsements, executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

C. Failure of the Village to demand such certificate, memorandum, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

D. The Village shall have the right, but not the obligation, of prohibiting the Franchisee from using or occupying the Franchised Premises until such Certificates or Memorandum of Insurance are received by the Village.

E. All Certificates of Insurance required herein shall also provide thirty (30) days advanced written notice by the insurance company to the Village via first class mail of cancellation or ten (10) days advanced written notice by the insurance company to the Village via first class mail of cancellation for non-payment of any premium due.

F. All coverages required herein shall be primary insurance as respect the Village. Any insurance or self-insurance maintained by the Village, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the Franchisee, and shall not contribute with said coverages/insurance.

G. The Franchisee agrees that all policies and/or coverages required by its contractors shall contain a "contractual liability" clause.

H. Acceptability of Insurers The Franchisee shall require its contractors to be insured by insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

12. Renewal of Franchise and Abandonment of Facilities. The plan and manner of execution or operation shall meet the approval of and be done to the satisfaction of the Village Manager or his authorized representative. Any and all of the Facilities shall be maintained by the Franchisee at its sole expense. This Franchise Agreement shall be automatically renewed for successive five (5) year terms upon the expiration of the initial ten (10) year term and any successive term. Each successive term shall commence on October 24th of the applicable year. Franchisee or Village shall submit written notice of intent not to renew this Franchise Agreement in accordance with Section 12-4-15 of Title 12. If the Franchisee elects not to renew this Franchise Agreement, Franchisee shall remove or relocate the Facilities. If the Franchisee wishes to abandon use of any part of the Facilities under or pursuant to the Franchise, or upon cancellation, revocation or termination of the privilege herein granted, Franchisee shall notify Village and may, subject to Village's approval, which shall not be unreasonably withheld, permanently abandon the Facilities in place.

13. Protection of Vegetation. No trees, shrubs or other plantings shall be cut, trimmed or removed nor shall any building or utilities of the Village be disturbed without the written permission of the Village Manager or his authorized representative, whose permission shall not be unreasonably withheld, conditioned or delayed.

14. Liability of the Village. It is further understood and agreed that the Village shall not be liable for any damages or injury to any person or property arising from, growing out of, or incident to the construction, operation, or maintenance of the Facilities for which the Franchise is issued, except if such damages or injury are the result of Village's own intentional misconduct or negligence.

15. Indemnification. To the fullest extent permitted by law, the Franchisee shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all

claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of the Franchisee or any of its officers, agents, employees, volunteers, contractors, subcontractors, vendors, or of anyone acting on behalf of the Franchisee; and, (ii) any accident, injury, death, or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the Franchisee's use of the Franchised Premises. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Franchisee's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses, or expenses arising out of or resulting from the negligence, misconduct or breach of this Franchise Agreement by the Village, its officials, officers, employees, agents, or representatives. In no event shall either Party be entitled to damages for lost profits, lost opportunity or lost income arising from either Party's performance under this Franchise.

This Franchise Agreement is entered into for the sole benefit of the Parties hereto, and nothing in this Franchise Agreement shall be construed as either expressly or indirectly extending, establishing, or acknowledging any rights or obligations in favor of third persons who are not signatures or beneficiaries to this Franchise Agreement.

16. Supervision. The Franchisee assumes and exercises full responsibility for the supervision of its employees, contractors, sub-contractors, suppliers, vendors, and agents during the term of this Franchise Agreement. This paragraph is inserted solely for the benefit of the contracting Parties, and is not intended to establish, impose or acknowledge any duty to supervise as to third parties.

17. Notice. All notices required shall be in writing and shall be given in the following manner:

A. By personal delivery of such notice; or

B. By mailing of such notice to the addresses recited herein by certified mail, postage pre-paid, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or

C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 4:30 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or

D. By depositing such notice with a nationally recognized overnight courier. Notice shall be effective upon being deposited with the overnight courier.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the parties are as follows:

If to Franchisee:

Level 3 Communications, LLC
ATTN: Right of Way
1025 Eldorado Blvd
Broomfield, CO 80021
Email: cma@level3.com
FAX: 720-839-3532

With a required copy to:

General Counsel

If to Village:

Village Manager
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
FAX: (630) 594-1105

With a required copy to:

Village Attorney

Level 3 Communications, LLC	Village of Bensenville
1025 Eldorado Blvd	12 S. Center Street
Broomfield, CO 80021	Bensenville, Illinois 60106
FAX: 720-839-3532	FAX: 630) 594-1105

18. Prohibited Uses and Activities. The Franchisee agrees to keep the Franchised Premises in a clean, safe, and sanitary condition. The Franchisee further agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the Village of Bensenville, County of DuPage, the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Franchisee's use of the Franchised Premises.

19. Franchised Premises Disclaimer. The Franchisee expressly acknowledges that the Village has made no representations or warranties, express or implied, as to the adequacy, fitness or condition of the Franchised Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Franchisee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Franchisee accepts use of the Franchised Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Franchisee acknowledges that it has inspected the Franchised Premises and areas surrounding said and has satisfied itself as to the adequacy, fitness and condition thereof.

Further, the Franchisee agrees it is solely responsible for obtaining JULIE information regarding the existing location of all underground facilities in the Licenses Premises, and to construct its Facilities in accordance therewith.

20. Miscellaneous.

A. The Parties agree that no change or modification to this Franchise Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by the Parties, and attached to and made a part of this Franchise Agreement.

B. The Parties agree that the titles of the items of this Franchise Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

C. The Parties agree that if any provision of this Franchise Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

D. This Franchise Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Franchise Agreement must be brought in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. In the event litigation must commence to enforce a Party's rights hereunder, including any action for declaratory judgment, the prevailing party in any such litigation shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees.

E. Franchisee agrees to make its telecommunication services available to any customer within its franchise area that meets Franchisee's customer criteria and business model without discrimination as to any services, rates or charges, in accordance with Title 12, Chapter 4.

F. If Franchisee becomes or is determined at any time to be a retailer of telecommunication services by transmitting, supplying or furnishing telecommunications, as contemplated under the Simplified Municipal Telecommunications Tax Act, 35 ILCS

636/5-1, *et seq*, (the "*Act*") as amended from time to time, the Franchisee shall provide written proof thereof to the Village and thereafter commence collection of the taxes provided for under the Act and any other taxes that it may be required by law to charge, collect, enforce or administer under the Act or the Village's telecommunications infrastructure maintenance in accordance with Title 12, Chapter 9.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

DRAFT

FRANCHISEE:

LEVEL3 COMMUNICATIONS, LLC

By: _____

Date: _____

Printed Name: _____

Title: _____

VILLAGE:

VILLAGE OF BENSENVILLE

By: _____
Village President, Village of Bensenville

Date: _____

Attest:

By: _____
Village Clerk, Village of Bensenville

DRAFT

DUPAGE COUNTY
BENSENVILLE, IL

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:

Level (3)℠ COMMUNICATIONS

FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LANE BENSENVILLE, ILLINOIS

L3-DB-87

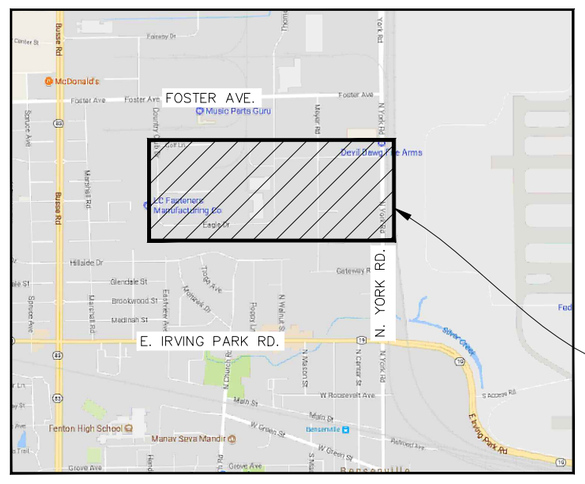
INDEX TO SHEETS

SHEETS	DESCRIPTION
1	TITLE & PROJECT LOCATION
2-3	GENERAL NOTES
4	LEGEND
5-13	PROJECT PLAN VIEW
14	STANDARD CONSTRUCTION DETAILS
15	ESTIMATE OF MATERIALS AND TASK NUMBERS
TC1-TC5	TRAFFIC CONTROL PLANS

ENGINEER'S ESTIMATE OF MATERIALS

QUANTITY	ITEM
26	LINEAR FEET OF 2" STEEL CONDUIT
16,509	LINEAR FEET OF 1-1.25" HDPE INNERDUCT
9	4'x4'x4' COMMUNICATIONS MANHOLE

SITE LOCATION MAP



PROJECT LOCATION

JOSEPH P. KOZIOL
062-066091
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

PROFESSIONAL ENGINEER
EXPIRES 11-30-2017

SIGNATURE

06-28-17
DATE

ENGINEER:

UTILITY INFRASTRUCTURE SOLUTIONS hbk ENGINEERING

921 WEST VAN BUREN, SUITE 100
CHICAGO, IL 60607
PHONE: (312) 432-0076 FAX:(312) 432-0231
STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION. LICENSE NO. 184-002308

CALL J.U.L.I.E. TOLL FREE 800 892 0123

Call J.U.L.I.E. 811 Know what's below. Call before you dig.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3)℠ COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 1

SHEET: 1 OF: 15

GENERAL NOTES

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

OWNER: Level (3) Communications
Reece Conrad
1305 East Algonquin Road
Arlington Heights, Illinois 60005
(312) 818-8164

CONTRACTOR: T.B.D.

ENGINEER: HBK Engineering, LLC
Joseph P. Koziol, P.E.
921 West Van Buren Street
Suite 100
Chicago, Illinois 60607
(312) 432-0076

Section 1.0 Scope of Work

1.01 Installation of 1-2" SDR-11 HDPE conduit for Level(3) and all related appurtenances to connect to building located at 854 Golf Lane, Bensenville, Illinois.

See plans for exact location, lengths, quantities, and dimensions of proposed improvements.

1.02 Engineer's Estimate of Materials

26 linear feet of 1-2" Steel SDR-11 conduit
16,509 linear feet of 1-1.25" HDPE Innerduct
1-2" aluminum mogul pulling elbow
9 - 4'x4'x4' communications manholes

Section 2.0 General Specifications and Instructions.

2.01 The Owner/Engineer shall provide such plans, specifications, drawings, completed application forms and information necessary to secure all permits; as required by the Village of Bensenville and IDOT. Work will not be started prior to acquisition of all required permits.

2.02 The Engineer has forwarded copies of the Plans, Instructions and Specifications to the Village of Bensenville for evaluation and comments. Contractor to verify that all required alterations and suggested changes have been resolved, prior to the start of any work under this project.

2.03 Use of Public Way and/or Temporary Public Way Closure and Street Opening permits shall be obtained prior to any work requiring such action.

Construction along existing roadways shall be coordinated with all controlling jurisdictions and the Owner to ensure that the convenience and safety of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner. At no time shall the existing roadways be closed to traffic, unless approved by the Owner, the Engineer, the Village of Bensenville and IDOT. During construction operations, access shall be provided to private property along existing roadways.

The Contractor(s) shall adhere to the Village of Bensenville and IDOT standards and practices and shall be responsible for the installation and maintenance of adequate signs, barricades, and warning devices to inform and protect the public. At a minimum, all traffic control practices shall be consistent with the part 6 of the Federal Highway Administration's Manual on Uniform Traffic Control Devices as well as Section 700 of the most current revision to the IDOT Standard Specifications for Road and Bridge Construction in Illinois, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic. The cost of furnishing and maintaining signs, barricades, and warning devices shall be incidental to the contract and no additional compensation will be allowed.

2.04 The Contractor(s) shall arrange a pre-construction meeting/walk-thru with the Village of Bensenville. The Contractor(s) shall further notify the Village of Bensenville a minimum of two (2) working days prior to the commencement of any work in or around public ways.

Section 3.0 Existing Utilities:

3.01 J.U.L.I.E. is to be notified 48 hours prior to the start of any work on this project. (1-800-829-0123). The Contractor is cautioned to expect to encounter unrecorded utilities during excavation. Due caution and hand-digging will be exercised in close proximity to indicated underground utilities.

3.02 The plans show the locations of water mains, gas mains, communication lines, electric lines, sewers, and other utility lines according to information available in the field and in records. This information is not deemed to be complete. It is the express responsibility of the Contractor to determine the exact location and elevation of all existing facilities, pipes, and lines, and to provide for their proper protection, support and maintenance prior to all construction operations. Whenever existing utility lines of any nature are encountered which conflict in location or elevation with proposed construction, the Contractor shall notify the Engineer in writing, who will provide any engineering required to avoid the conflict.

Section 4.0 Materials

4.01 All materials within the limits of this project shall be in conformance with Standard Recommendations of the National Electrical Manufacture's Association and American National Standards Institute.

4.02 All conduit, elbows, and couplings within the public R.O.W. shall be High Density Polyethylene (HDPE), "SDR11" unless otherwise noted.

4.03 Job Site Material will be delivered to, and maintained at the Street work areas in a well-managed manner, to minimize congestion or inconvenience to other workers, or contractors working under alternate permits.

Section 5.0 Work

5.01 The Contractor shall investigate the project, plans, specifications, instructions, site, utilities, traffic conditions, material, labor, excavation, restoration and required safety precautions involved with this project. Any questions or concerns the Contractor may have are to be discussed with the Owner and Engineer prior to construction.

5.02 The Contractor shall provide all material, equipment, labor, installation, restoration, utility relocation charges, job site delivery costs to complete the described, or illustrated work, under this contract.

5.03 Any change-order request must be presented in writing to the Owner's Representative; and approved prior to proceeding with the requested change. Documentation concerning any and all change orders will be reduced to formal record, filed with the Owner's Representative, and be made available for future reference.

NOTES:

DRAWN BY: JWB
CHECKED BY: DJD
APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023
SEGMENT: L3-DB-87
SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY
TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN
PROJECT NO: 17-0309
DRAWING NO: L3-DB-87
DATE DRAWN: 06-28-17
SCALE: N.T.S.
SHEET: 2
SHEET: 2 OF: 15

GENERAL NOTES

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

5.04 The Engineer will not be responsible nor assume any liability for negligent acts or errors or omissions of any contractor, any subcontractor, or any of the contractor's or subcontractors' agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise performing any of the work of the Project. Any contractor or sub-contractor, as well as the Engineer, will be responsible for his own safety program.

Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employees and sub-consultants at the construction site, shall relieve any contractor of his or her obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with any health or safety precautions.

5.05 The Contractor is to restore all damaged structures and utilities to the satisfaction of the owners' representative.

5.06 Restoration shall be in accordance with the recommended practices and requirements of the DuPage County Division of Transportation, and the Village of Bensenville and the permits issued.

5.07 The Contractor shall provide a minimum 48 hour advanced notice to HBK Engineering (312-432-0076) to schedule a pre-construction walk through with a HBK Engineering representative. This walk through must be completed prior to the commencement of any work within the limits of this project.

5.08 Upon completion, the Contractor shall provide the Owner with Record Drawings (Red-Lines) made during construction.

5.09 The Contractor(s) shall construct the proposed conduit as located/dimensioned within these design drawings. In the event the Contractor(s) wishes to vary the loction, a written request must be presented to the Engineer for submittal to the governing agencies and subsequent approval prior to proceeding with the requested change.

Section 6.0 Village of Bensenville Permit Conditions

6.01 Prior to commencing the work under this permit, the permittee shall furnish the Office of the Director of Public Works of the Village of Bensenville the name and their title of at least one (1) representative with their 24 hour contact phone number in the event that an emergency should arise. The permittee shall be responsible for keeping this contact number current by immediately notifying the Village of Bensenville of any changes.

6.02 The Village of Bensenville's construction or repairing working hours are between the hours of seven (7) a.m. and six (6) p.m. Monday through Friday. No construction noise will be permitted prior to or after the hours stated above.

6.03 All construction by directional bore to be 36" (max) depth below existing ground surface unless previously approved otherwise by the Director of Public Works. It is required by the Director of Public Works that all existing utilities (at crossings) be exposed prior to augering (boring). Minimum depth for gas and electric lines is 30-inches and for communication lines is 18-24 inches. All utilities bored under the roadway shall be installed in a conduit which must extend one foot beyond the back of curb on both sides. All road crossings must be perpendicular to the centerline of the roadway.

6.04 The Village of Bensenville requires that they be notified 48 hours in advance of the work beginning in order to schedule a representative of both the sewer and water divisions to be present at critical times during progress of the work. Contact public works (630) 350-3435 forty-eight (48) hours prior to start of construction for utility locations.

6.05 Expose pertinent utilities as determined by the Director of Public Works in order to properly field set the elevation and location of the proposed facilities such as pipes, conduits, ducts and/or cable, etc in accordance with the requirements of this permit.

6.06 Minimum horizontal separation between village utilities and the proposed system shall be three feet (3'). Vertical separation shall be 18-inches.

6.07 All unpaved areas of right-of-way are to be sodded. Restore right-of-way with four inches (4") of topsoil and salt tolerant sod.

6.08 One set of stamped approved plans shall be on site at all times.

6.09 Permittee shall be responsible, at their own expense, for field locating their facilities within two (2) hours upon notification by the Village of Bensenville.

6.10 Permittee shall hold harmless the Village of Bensenville for any damage or malfunction that may be caused to their facilities during the installation, maintenance, or repair of any of the Village of Bensenville facilities.

6.11 The Village of Bensenville may at any time, at the expense of the permittee, require the permittee to locate the exact position (horizontal and vertical) of the installed system, which may necessitate an excavation for this verification.

6.12 Upon completion of this permit work two (2) complete set of "as-built" drawings shall be submitted to the director of public works for his records.

6.14 All state, railroad or county rights-of-way require a permit from that agency. All other permits required from outside agencies shall be secured by the permittee prior to commencing the work. This permit is valid for 180 days from the date of issue.

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 3

SHEET: 3 OF: 15

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

LEGEND

PROPOSED BORED CONDUIT
PROPOSED TRENCHED CONDUIT
EXISTING 360 NETWORKS MANHOLE
EXISTING ADESTA MANHOLE
EXISTING ADELPHIA MANHOLE
EXISTING AT&T LNS MANHOLE
EXISTING BROADWING MANHOLE
EXISTING CATV MANHOLE
EXISTING COMCAST MANHOLE
EXISTING COMMUNICATIONS MANHOLE
EXISTING ENRON MANHOLE
EXISTING JOINT BUILD MANHOLE
EXISTING KDL MANHOLE
EXISTING LEVEL(3) MANHOLE
EXISTING LOOKING GLASS MANHOLE
EXISTING MCI MANHOLE
EXISTING MCLEODUSA MANHOLE
EXISTING MFN/ABOVE NET MANHOLE
EXISTING NEXTEL MANHOLE
EXISTING NEXTG MANHOLE
EXISTING QWEST MANHOLE
EXISTING RCN MANHOLE
EXISTING SBC MANHOLE
EXISTING SIDERA MANHOLE
EXISTING SPRINT MANHOLE
EXISTING SUN SYSTEMS MANHOLE
EXISTING VINAKOM MANHOLE
EXISTING AT&T/SBC MANHOLE
EXISTING XO MANHOLE
EXISTING YIPES MANHOLE
EXISTING ZAYO MANHOLE
EXISTING WATER MANHOLE
EXISTING WATER VALVE
EXISTING WATER METER
EXISTING WATER BUFFALO BOX
EXISTING FIRE HYDRANT
EXISTING FIRE CISTERN MANHOLE
EXISTING SEWER MANHOLE
EXISTING CATCH BASIN
EXISTING INLET
EXISTING SEWER RISER
EXISTING FLARED END SECTION

EXISTING MWRD MANHOLE
EXISTING UNICOM/THERMAL MANHOLE
EXISTING GAS MANHOLE
EXISTING GAS VALVE
EXISTING GAS CAP
EXISTING ELECTRIC MANHOLE
EXISTING TRAFFIC MANHOLE
EXISTING TRAFFIC HANDHOLE
EXISTING MISCELLANEOUS MANHOLE
EXISTING COMED MANHOLE
EXISTING CTA MANHOLE
EXISTING PARK DISTRICT MANHOLE
EXISTING BICYCLE RACK
EXISTING BOLLARD/POST
EXISTING COLUMN/SUPPORT
EXISTING CTA COLUMN FOUNDATION
EXISTING FIRE ALARM BOX
EXISTING FLAGPOLE
EXISTING GARBAGE CAN
EXISTING MAILBOX
EXISTING MONITORING WELL
EXISTING NEWS BOX
EXISTING PAYBOX
EXISTING PARKING METER
EXISTING PHONE
EXISTING PLANTER
EXISTING TELEPHONE PEDESTAL
EXISTING TRAFFIC LIGHT
EXISTING STREET LIGHT
EXISTING GROUND LIGHT
EXISTING SPRINKLER CONTROL VALVE
EXISTING SPRINKLER CONTROL VALVE BOX
EXISTING STANDPIPE
EXISTING STREET LIGHT CONTROL BOX
EXISTING STREET SIGN
EXISTING RAILROAD SIGN/GATE
EXISTING ELECTRIC BOX
EXISTING TRAFFIC SIGNAL CONTROL BOX
EXISTING SHRUB
EXISTING TREE
EXISTING UTILITY POLE
EXISTING SEWER VENT

EXISTING 360 NETWORKS — 360 —
EXISTING ABOVENET — AN —
EXISTING ADELPHIA — AH —
EXISTING AT&T LNS — AT —
EXISTING CABLE TV — C —
EXISTING COMCAST — CM —
EXISTING COMMUNICATIONS — CO —
EXISTING FIBER OPTIC — FO —
EXISTING JOINT BUILD — JB —
EXISTING KDL — KDL —
EXISTING LEVEL(3) — L3 —
EXISTING LOOKING GLASS — LG —
EXISTING MCI/VERIZON — MCI —
EXISTING MCCLEOD — ML —
EXISTING NEXTG — NG —
EXISTING QWEST — Q —
EXISTING RCN — RCN —
EXISTING SBC — SBC —
EXISTING SIDERA — SD —
EXISTING SUN SYSTEMS — SN —
EXISTING VERIZON — V —
EXISTING XO — XO —
EXISTING YIPES — Y —
EXISTING ZAYO — ZY —
ABANDONED CTA TRACKS/CONDUIT
EXISTING CROWN CASTLE — CR —
EXISTING COMED — CE —
EXISTING CONSTRUCTION FENCE
EXISTING ELECTRIC — E —
EXISTING FENCE — X — X —
EXISTING GAS — G —
EXISTING GAS (DEAD) — G —
EXISTING OVERHEAD ELECTRIC — OHE —
EXISTING OVERHEAD TELEPHONE — OHT —
EXISTING RAILING
EXISTING SANITARY SEWER — (— (—
EXISTING STORM SEWER — < —
EXISTING TELEPHONE — T —
EXISTING UNICOM THERMAL — U —
EXISTING WATER — W —
EXISTING CONDUIT (OTHER)
RIGHT OF WAY

NOTES:

DRAWN BY: JWB
CHECKED BY: DJD
APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023
SEGMENT: L3-DB-87
SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309
DRAWING NO: L3-DB-87
DATE DRAWN: 06-28-17
SCALE: N.T.S.

SHEET: 4

SHEET: 4 OF: 15

PROJECT PLAN VIEW

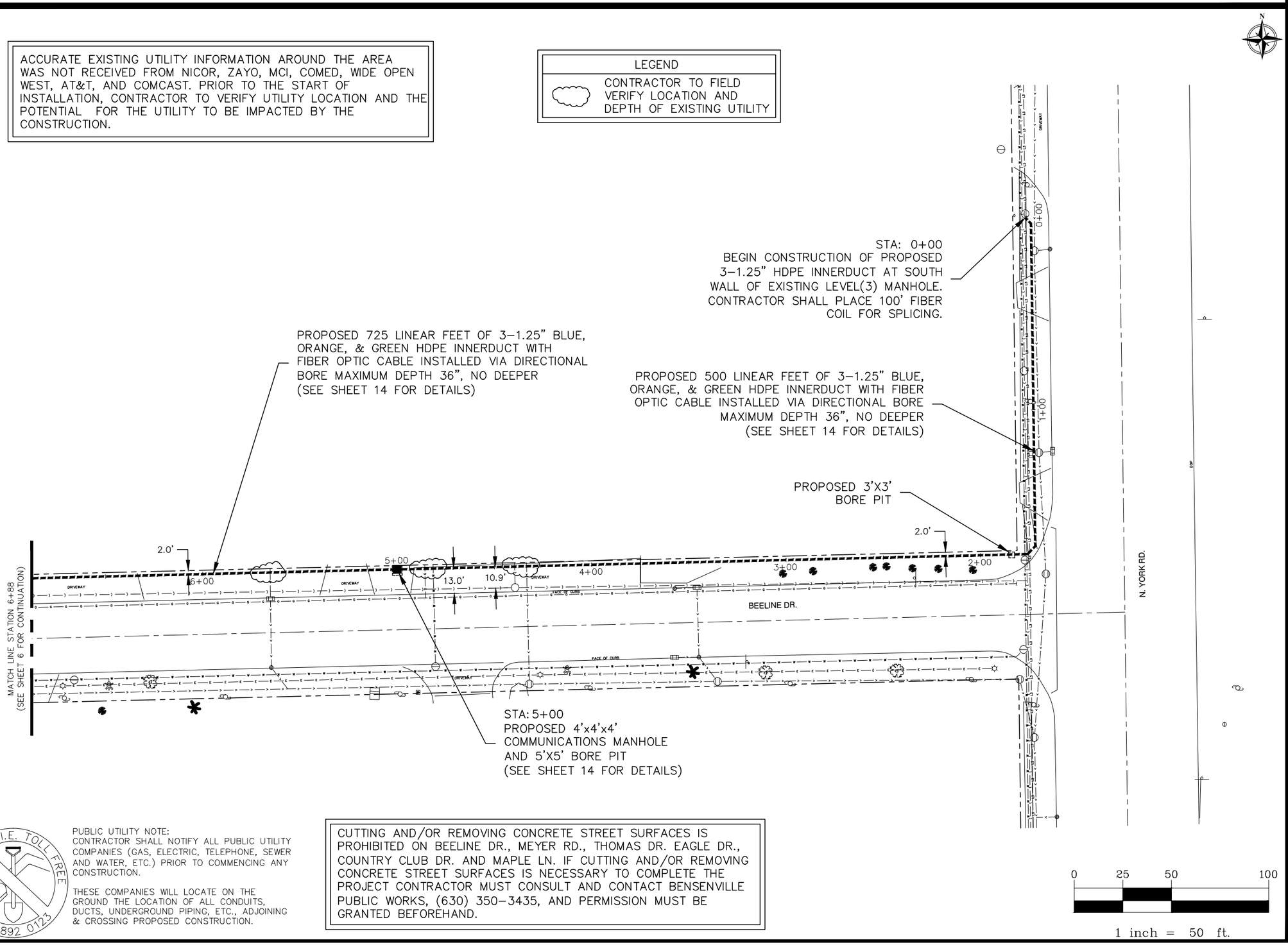
PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.

LEGEND

CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY



NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1–800–892–0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING

921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level(3)SM COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3–DB–87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17–0309

DRAWING NO: L3–DB–87

DATE DRAWN: 06–28–17

SCALE: N.T.S.

SHEET: 5

SHEET: 5 OF: 15

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350–3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

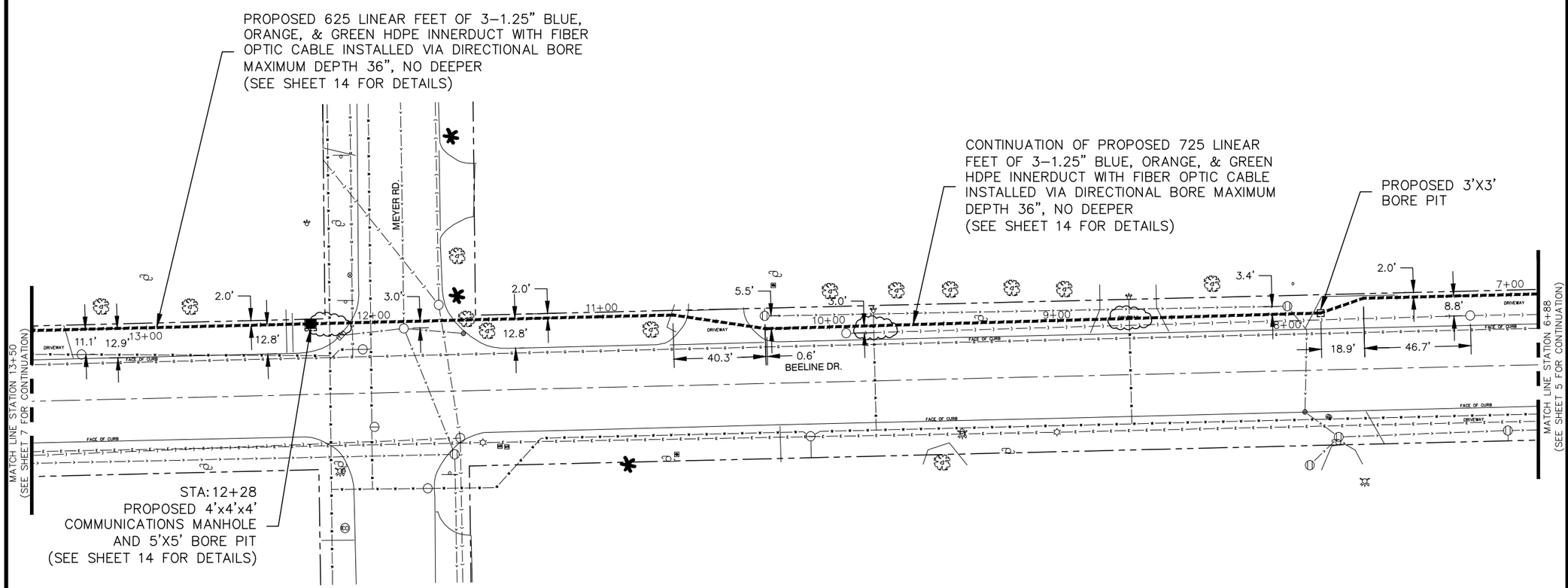
PROJECT PLAN VIEW

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

LEGEND
CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.



NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1–800–892–0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3–DB–87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17–0309

DRAWING NO: L3–DB–87

DATE DRAWN: 06–28–17

SCALE: N.T.S.

SHEET: 6

SHEET: 6 OF: 15

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350–3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

0 25 50 100

1 inch = 50 ft.

PROJECT PLAN VIEW

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

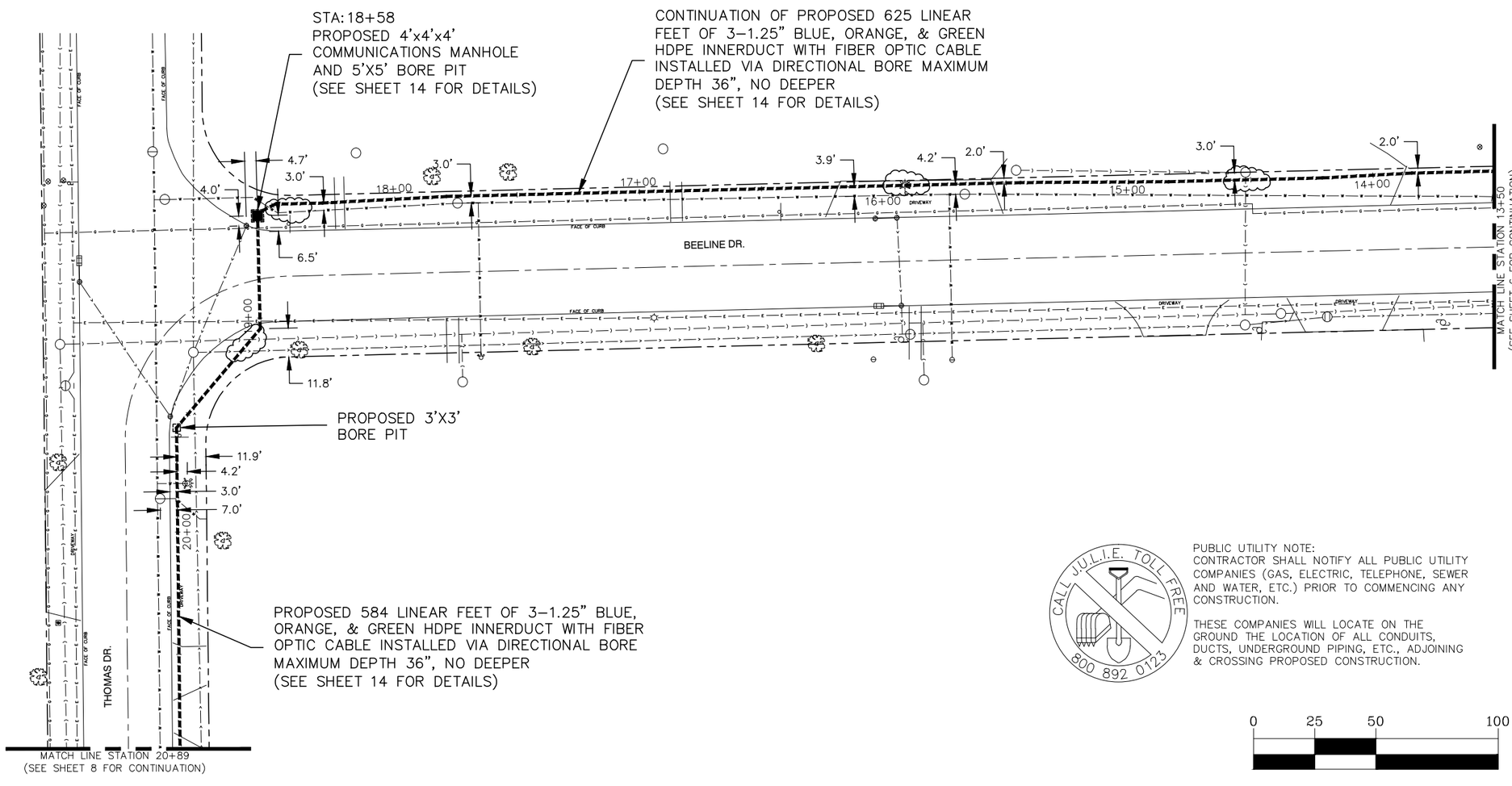
REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

LEGEND

CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.



NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1-800-892-0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3)℠ COMMUNICATIONS

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

0 25 50 100

1 inch = 50 ft.

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 7

SHEET: 7 OF: 15

PROJECT PLAN VIEW

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

LEGEND

CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.

NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1-800-892-0123.

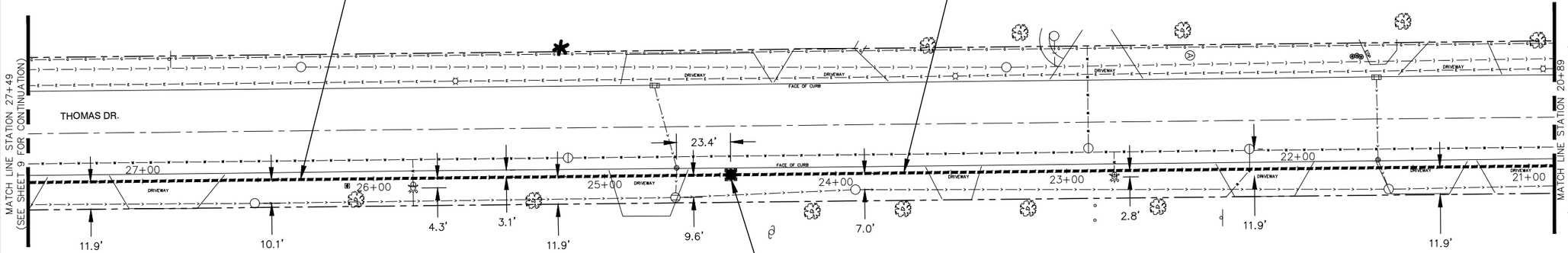
CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

PROPOSED 701 LINEAR FEET OF 3-1.25" BLUE, ORANGE, & GREEN HDPE INNERDUCT WITH FIBER OPTIC CABLE INSTALLED VIA DIRECTIONAL BORE MAXIMUM DEPTH 36", NO DEEPER (SEE SHEET 14 FOR DETAILS)

CONTINUATION OF PROPOSED 584 LINEAR FEET OF 3-1.25" BLUE, ORANGE, & GREEN HDPE INNERDUCT WITH FIBER OPTIC CABLE INSTALLED VIA DIRECTIONAL BORE MAXIMUM DEPTH 36", NO DEEPER (SEE SHEET 14 FOR DETAILS)



STA: 24+45
PROPOSED 4'x4'x4' COMMUNICATIONS MANHOLE AND 5'X5' BORE PIT (SEE SHEET 14 FOR DETAILS)

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

CALL J.U.L.I.E. TOLL FREE 800 892 0123

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

0 25 50 100

1 inch = 50 ft.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING

921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 8

SHEET: 8 OF: 15

PROJECT PLAN VIEW

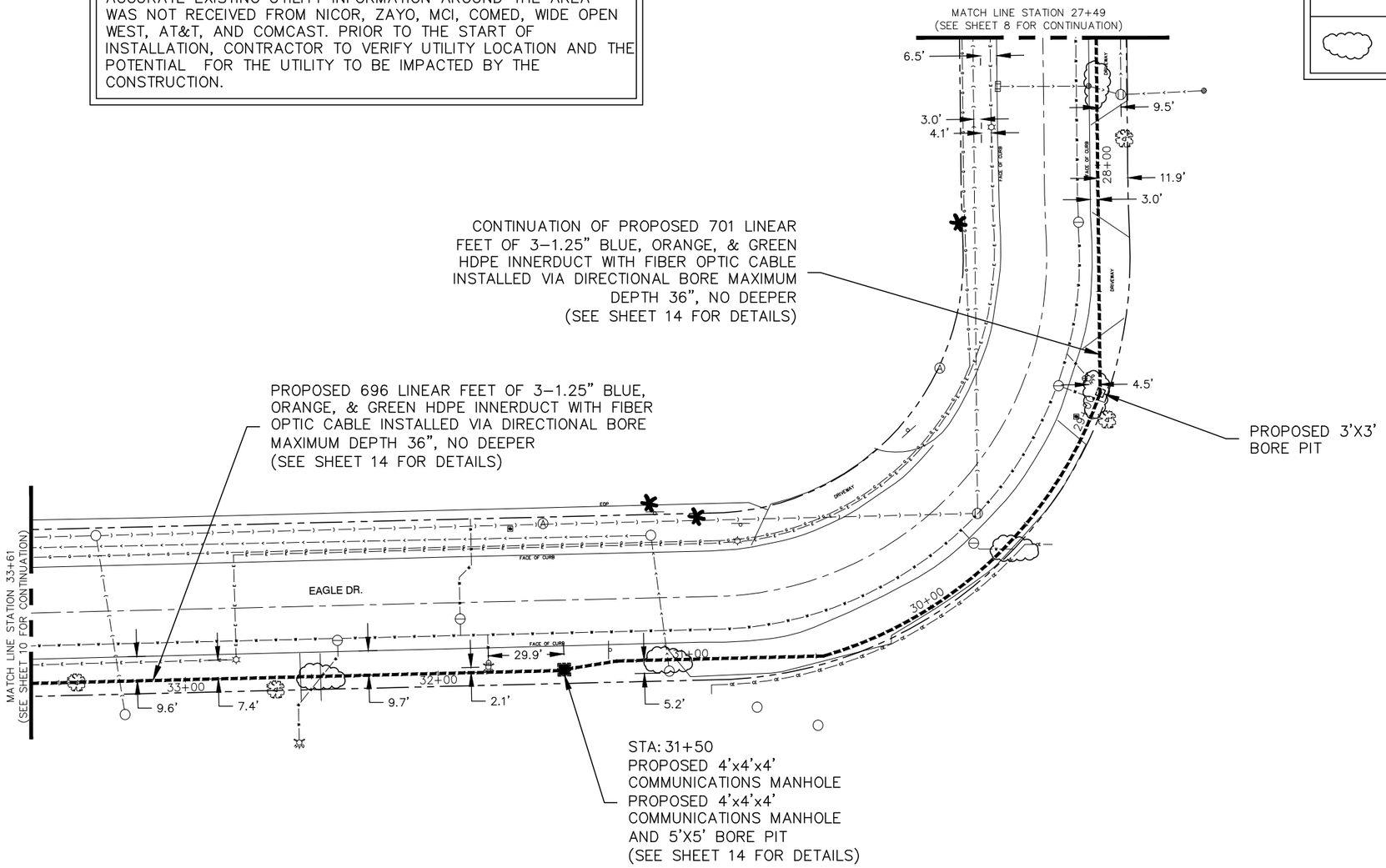
PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.

LEGEND

CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY



NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1-800-892-0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN, BENSENVILLE, ILLINOIS, DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 9

SHEET: 9 OF: 15

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

0 25 50 100

1 inch = 50 ft.

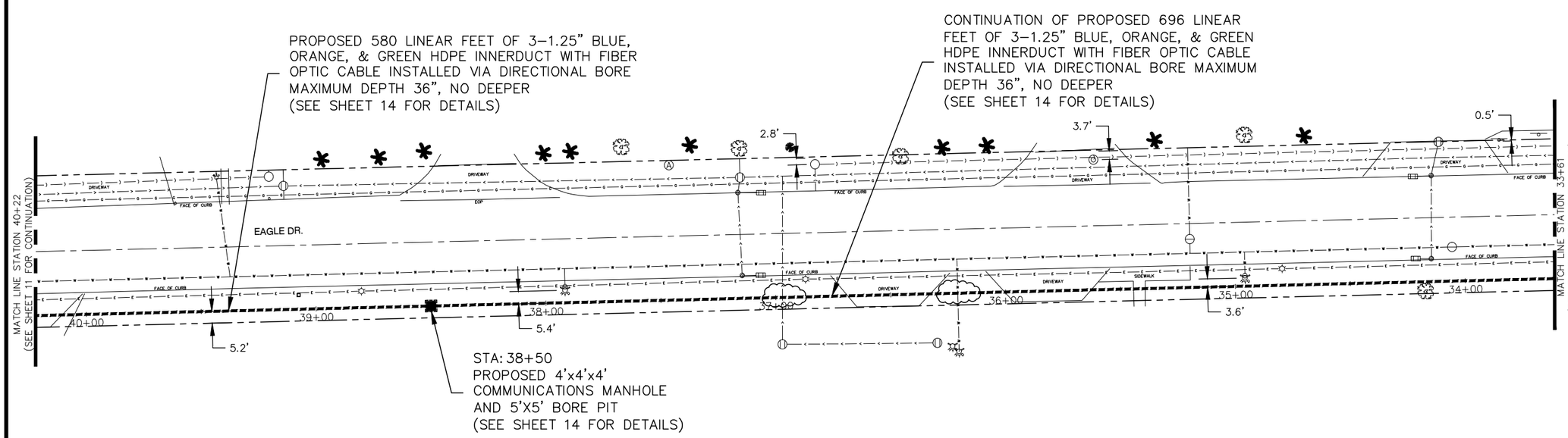
PROJECT PLAN VIEW

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

LEGEND
CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.



NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1–800–892–0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3–DB–87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17–0309

DRAWING NO: L3–DB–87

DATE DRAWN: 06–28–17

SCALE: N.T.S.

SHEET: 10

SHEET: 10 OF: 15

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350–3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

0 25 50 100

1 inch = 50 ft.

PROJECT PLAN VIEW

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

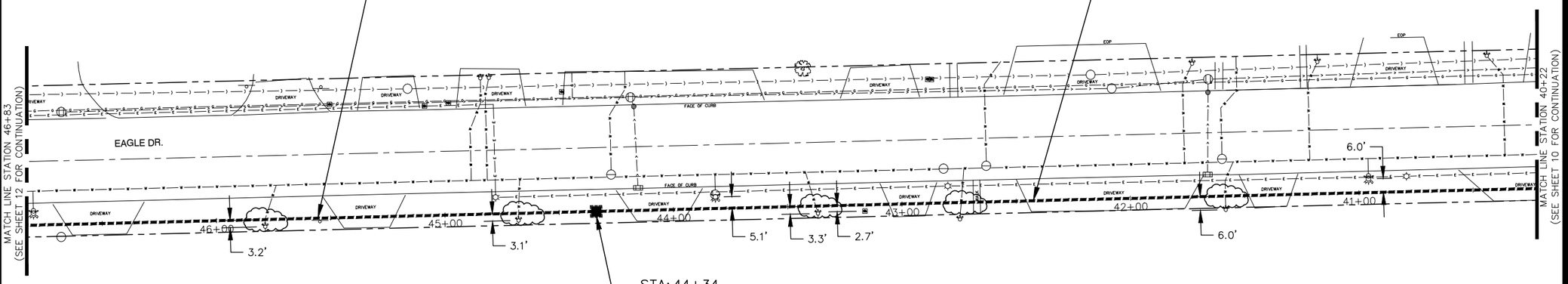
LEGEND

CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.

PROPOSED 283 LINEAR FEET OF 3-1.25" BLUE, ORANGE, & GREEN HDPE INNERDUCT WITH FIBER OPTIC CABLE INSTALLED VIA DIRECTIONAL BORE MAXIMUM DEPTH 36", NO DEEPER (SEE SHEET 14 FOR DETAILS)

CONTINUATION OF PROPOSED 580 LINEAR FEET OF 3-1.25" BLUE, ORANGE, & GREEN HDPE INNERDUCT WITH FIBER OPTIC CABLE INSTALLED VIA DIRECTIONAL BORE MAXIMUM DEPTH 36", NO DEEPER (SEE SHEET 14 FOR DETAILS)



STA: 44+34
PROPOSED 4'x4'x4' COMMUNICATIONS MANHOLE AND 5'X5' BORE PIT (SEE SHEET 14 FOR DETAILS)

NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1-800-892-0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 11

SHEET: 11 OF: 15

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

0 25 50 100

1 inch = 50 ft.

PROJECT PLAN VIEW

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

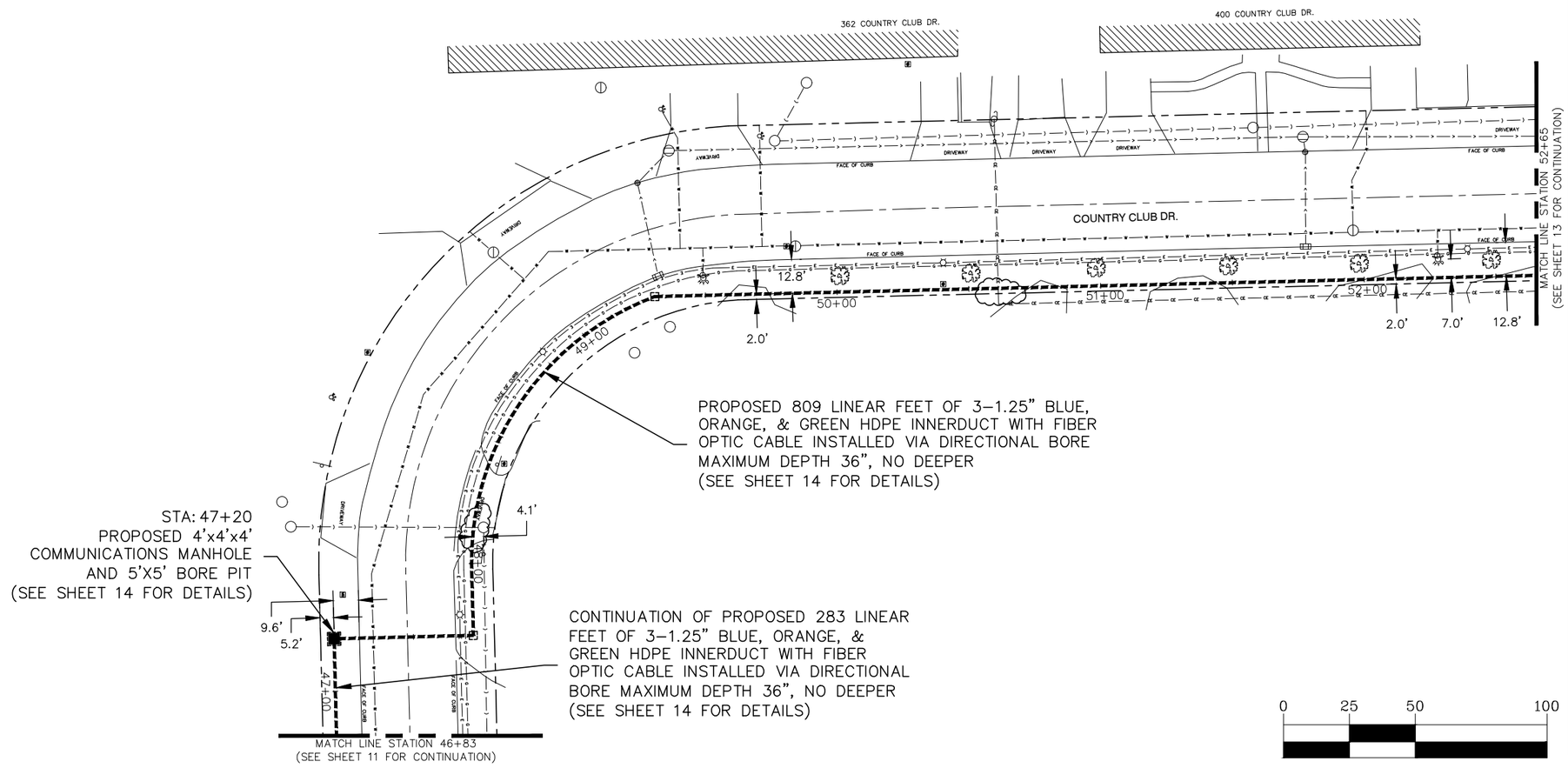
THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

LEGEND

CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.



NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1-800-892-0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3)℠ COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 12

SHEET: 12 OF: 15

PROJECT PLAN VIEW

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

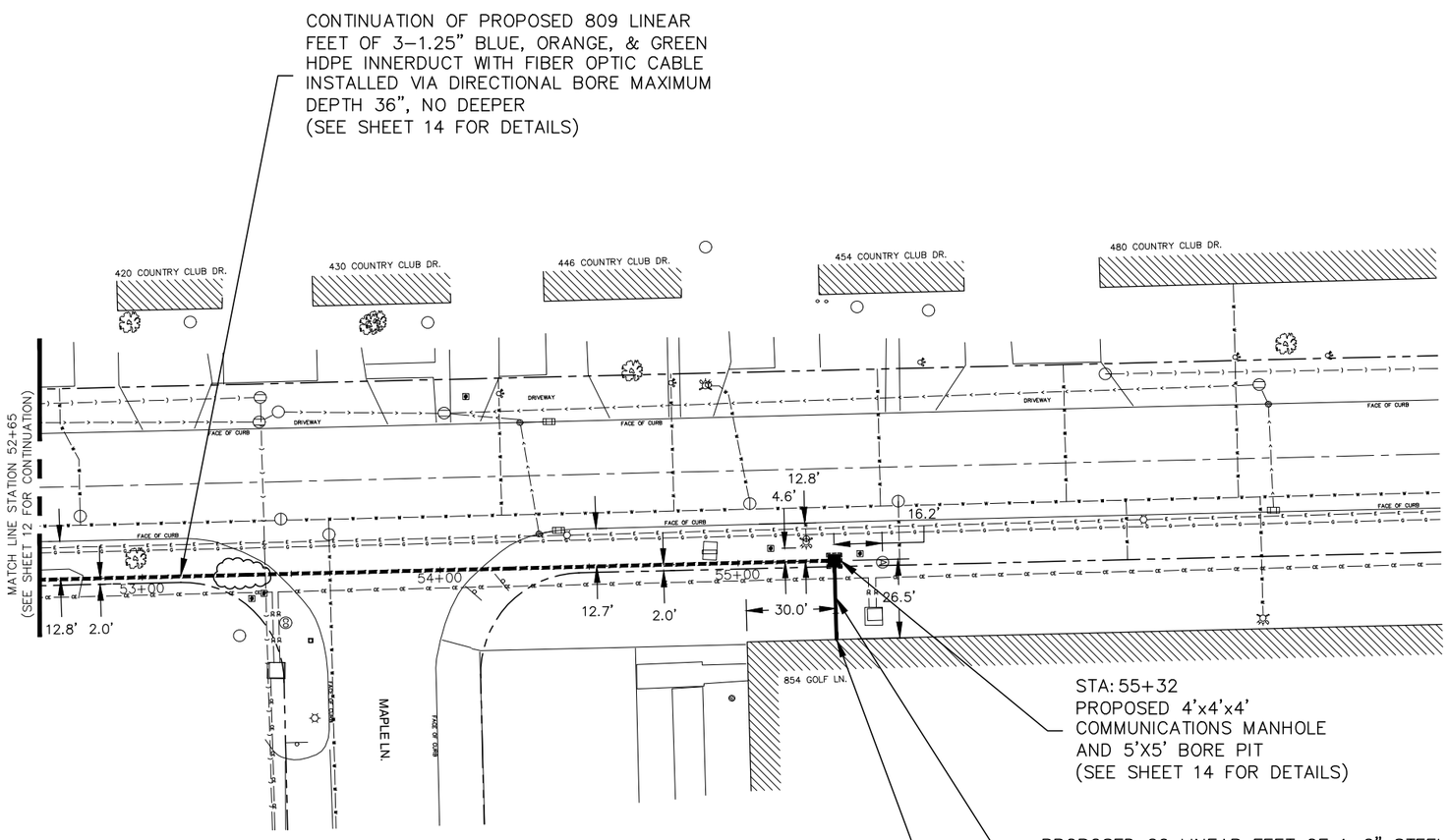
REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., COUNTRY CLUB DR. AND MAPLE LN. IF CUTTING AND/OR REMOVING CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PROJECT CONTRACTOR MUST CONSULT AND CONTACT BENSENVILLE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.

LEGEND

CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITY

ACCURATE EXISTING UTILITY INFORMATION AROUND THE AREA WAS NOT RECEIVED FROM NICOR, ZAYO, MCI, COMED, WIDE OPEN WEST, AT&T, AND COMCAST. PRIOR TO THE START OF INSTALLATION, CONTRACTOR TO VERIFY UTILITY LOCATION AND THE POTENTIAL FOR THE UTILITY TO BE IMPACTED BY THE CONSTRUCTION.



NOTES:

THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN WERE DERIVED FROM FIELD INFORMATION AS WELL AS AVAILABLE ATLAS INFORMATION PROVIDED FROM THE J.U.L.I.E. TICKET NUMBER #X1701297. EXISTING LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. "J.U.L.I.E." IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK ON THIS PROJECT AT 1-800-892-0123.

CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION & THE VILLAGE OF BENSENVILLE STANDARDS.

THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.

CONTRACTOR IS TO "TEST HOLE" EACH UTILITY, DETERMINE SIZE, LOCATION AND DEPTH PRIOR TO CROSSING.

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING

921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 13

SHEET: 13 OF: 15

CALL J.U.L.I.E. TOLL FREE 800 892 0123

PUBLIC UTILITY NOTE:
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

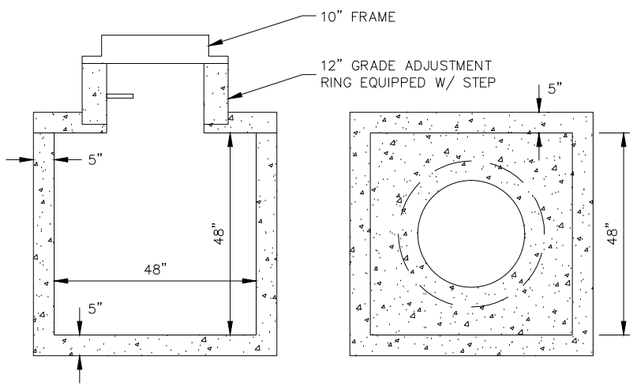
0 25 50 100

1 inch = 50 ft.

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

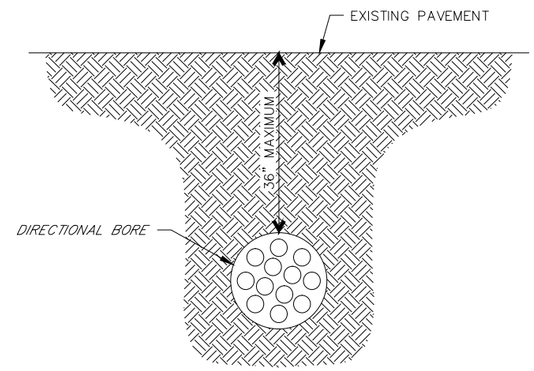
NOTES:



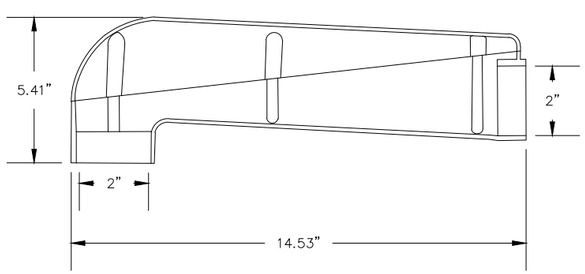
MANHOLE, FRAME AND COVER TO MEET AASHTO HS-20 LOADING REQUIREMENTS.

COMMUNICATION MANHOLE TO BE INSTALLED COMPLETE W/ RACKING PACKAGE AND 5' GALVANIZED STEEL LADDER. LADDER IS TO BE EQUIPPED W/ HOOKS TO ATTACH LADDER TO STEP W/IN ADJUSTMENT RING.

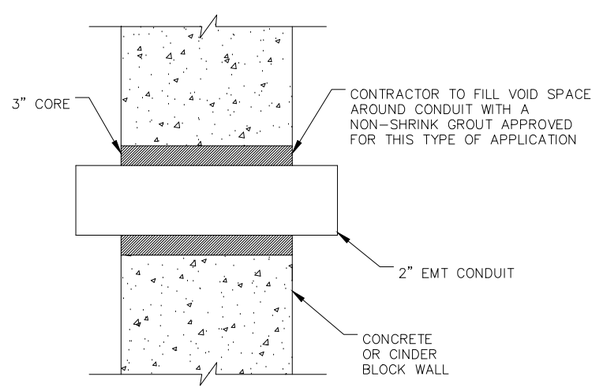
4'X4'X4' COMMUNICATIONS MANHOLE DETAIL



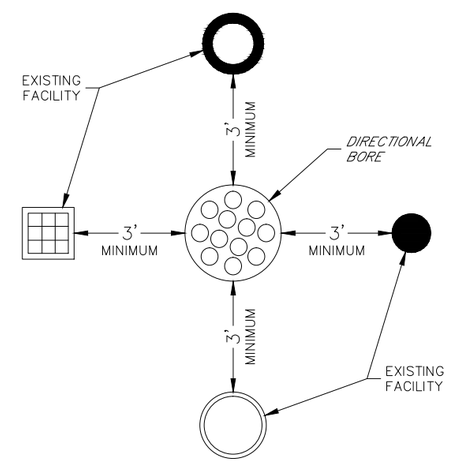
DIRECTIONAL BORING DETAIL



2" ALUMINUM MOGUL PULLING ELBOW



WALL CORE DETAIL



MAINTAIN A MINIMUM OF AT LEAST 3 FEET OF SEPARATION IN ANY DIRECTION BETWEEN DIRECTIONAL BORE AND ALL EXISTING FACILITIES.

UTILITY SEPARATION DETAIL

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 14

SHEET: 14 OF: 15

STANDARD CONSTRUCTION DETAILS

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:

Line #	Level 3 Criteria Form Line #	Unit Description	Unit ID	Materials Option	Unit of Measure	Task Number	Quantity	Additional Description
1	289	TRENCH UP TO 1500': TRENCH 36" MINIMUM COVER - SUBURBAN	UGB-30010-S	Labor Only	Foot	28.01.01	**27**	
2	368	PLACE 1 - STEEL CONDUIT IN OPEN TRENCH 4" - SUBURBAN	UGB-30260-S	Labor Only	Foot	28.01.01	**27**	USE 2" GALVANIZED STEEL PIPE (GSP) INSTEAD OF 4"
3	458	DIRECTIONAL BORE UP TO 1500': 3 HDPE CONDUITS UP TO 2" (ON ONE REEL) - SUBURBAN	UGB-30550-S	Labor Only	Foot	28.01.01	**5532**	3, 1.25-INCH. SDR-11. 1 Blue, 1 Orange, 1 Green
4	545	PLACE LOCATE WIRE IN EXISTING CONDUIT - SUBURBAN	UGB-30830-S	Labor Only	Foot	28.01.01	**5889**	PLACE LOCATE WIRE IN BLUE DUCT. LEAVE 30 FT OF SLACK AT EACH VAULT.
5	588	PLACE UP TO 288 COUNT FOC IN CONDUIT, UP TO 1500' - SUBURBAN	UGB-30960-S	Labor Only	Foot	28.01.02	**7584**	LEAVE 60 FT OF SLACK COILED IN EACH NEW VAULT, 100 FT OF SLACK IN EXISTING VAULT, AND APPROXIMATELY 1385 FT OF SLACK TO BE COILED INSIDE BUILDING AT PENETRATION.
6	697	PLACE NEW - 48"X48"X48" - CONCRETE MANHOLE - SUBURBAN	UGB-31310-S	Labor Only	Each	28.01.01	**9**	
7	788	CORE BORE MH/HH: 4" OUTSIDE DIAMETER - SUBURBAN	UGB-31610-S	Incl w/ Labor	Each	28.01.01	**1**	EXISTING LEVEL 3 MANHOLE # 05262770 LOCATED AT 500 N YORK RD, BENSENVILLE, IL 60191.
8	941	CORE DRILL GREATER THAN 2" UP TO 5" IN DIAMETER	ISP-41020	Incl w/ Labor	Each	28.02.01	**1**	3 inch core for 2 inch conduit through exterior wall.
9	1305	CONDUIT: 1 1/4" HDPE SDR-11	MAT-90070	Material Only	Foot	28.01.01	**16596**	3 - 1.25-INCH. SDR-11. 1 BLUE, 1 ORANGE, 1 GREEN. 5532 FT OF EACH COLOR.
10	1307	CONDUIT: 2" HDPE SDR-11	MAT-90090	Material Only	Foot	28.01.01		COLOR: ORANGE
11	1328	CONDUIT STEEL SWEEP: 2" ANY ANGLE	MAT-90300	Material Only	Each	28.01.01	**1**	2" ALUMINUM MOGUL PULLING ELBOW (SEE DRAWING)
12	1357	CASING STEEL 2" .188 THICKNESS ASTM A139 GRADE B	MAT-90430	Material Only	Foot	28.01.01	**27**	USE 2" GALVANIZED STEEL PIPE (GSP)
13	1413	CONDUIT PLUG: 4" W/ INNERDUCT (TRIPLEX/QUADPLEX PLUG) JACKMOON EQUIVALENT	MAT-90810	Material Only	Each	28.01.01	**18**	
14	1442	TIER H20 48"X48"X48" - WITH KNOCK-OUTS AND RACKING - INCLUDING COVER	MAT-91080	Material Only	Each	28.01.01	**9**	CONCRETE MANHOLE W/ STEEL FRAME AND COVER, LADDER, AND RACKING.
15	1725	MULE TAPE - 1800LB 3/8" WIDE	MAT-91970	Material Only	Foot	28.01.01	**17802**	ONE IN EACH DUCT AND 15 FT AT EACH VAULT
16	1727	LOCATE WIRE #10 AWG - SOLID COPPER WITH INSULATED JACKET	MAT-91990	Material Only	Foot	28.01.01	**5889**	

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING

921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3)℠ COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: 15

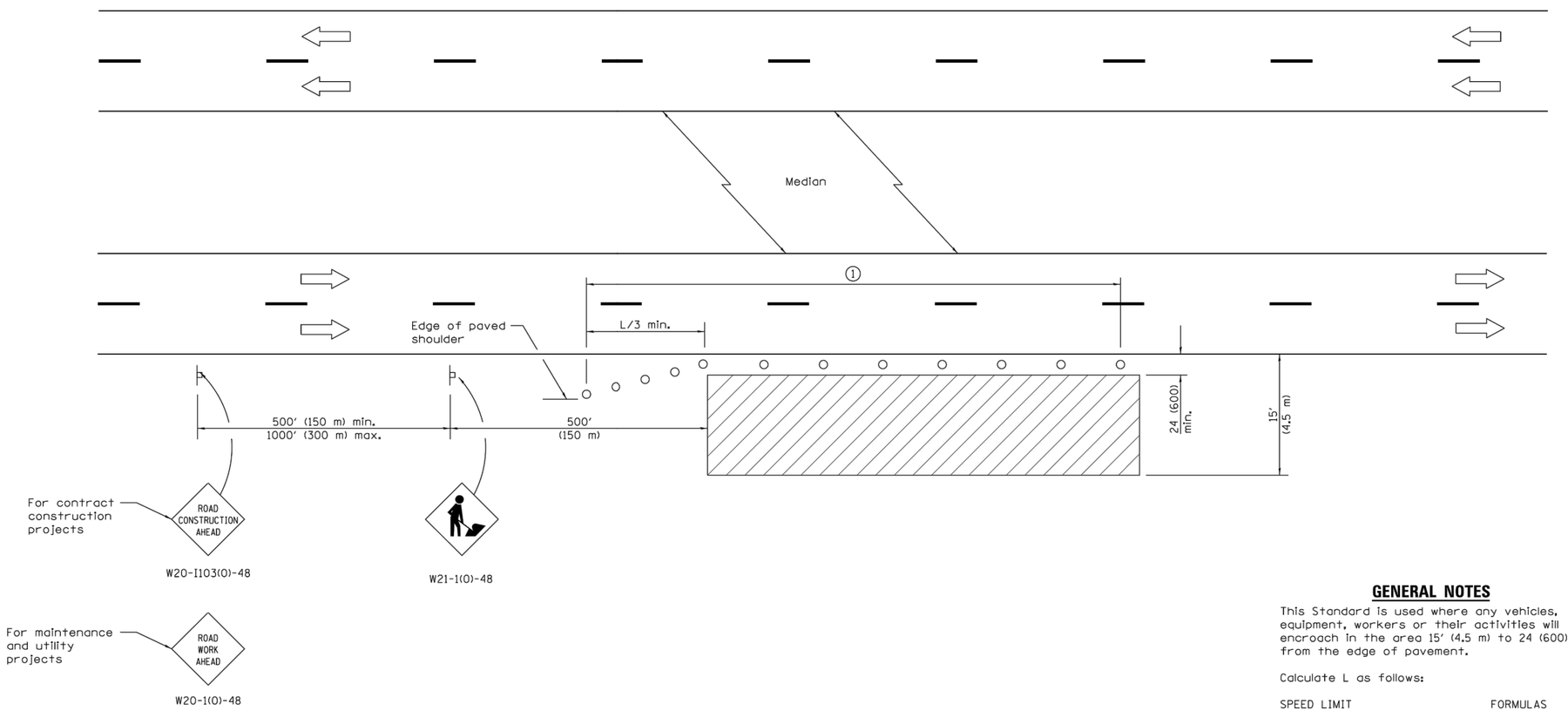
SHEET: 15 OF: 15

TRAFFIC CONTROL PLAN

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:



TYPICAL APPLICATIONS

Utility operations
Culvert extensions
Side slope changes
Guardrail installation and maintenance
Delineator installation
Landscaping operations
Shoulder repair
Sign installation and maintenance

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25′ (8 m) centers for L/3 distance, and at 50′ (15 m) centers through the remainder of the work area.

SYMBOLS

Work area

Sign

Cone, drum or barricade

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15′ (4.5 m) to 24 (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	FORMULAS (Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-14	Revised workers sign
	number to agree with
	current MUTCD.
1-1-13	Omitted text 'WORKERS'
	sign.

OFF-RD OPERATIONS, MULTILANE, 15′ (4.5 m) TO 24 ″ (600 mm) FROM PAVEMENT EDGE

STANDARD 701101-04

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level(3)℠ COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: TC1

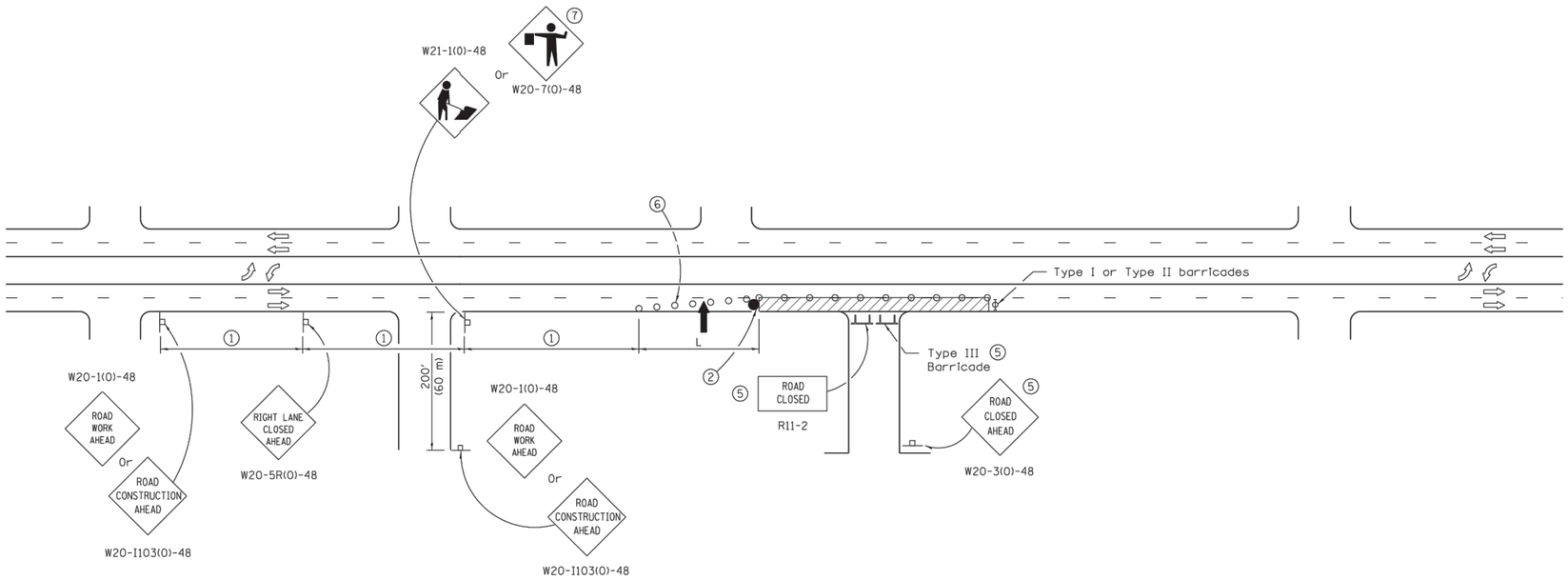
SHEET: TC1 OF: TC5

TRAFFIC CONTROL PLAN

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:



CASE IV

Illinois Department of Transportation

APPROVED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-01

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE
(Sheet 4 of 4)

STANDARD 701602-07

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: TC2

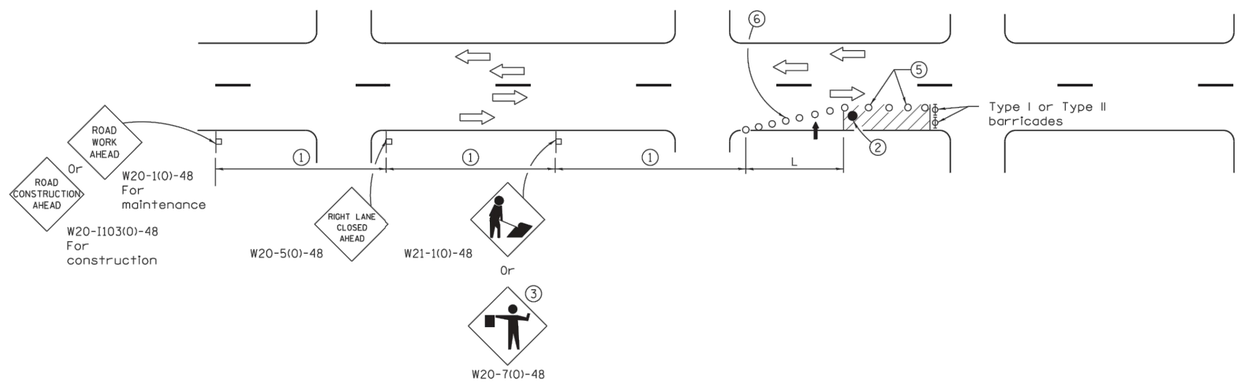
SHEET: TC2 OF: TC5

TRAFFIC CONTROL PLAN

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNED	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Type III barricade with flashing lights
- Flagger with traffic control sign.

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph.
3. Use flagger sign only when flagger is present.
4. For approved sideroad closures.
5. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Repeat every 1 mile (1.6 km).

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one or more traffic lanes in an Urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	FORMULAS (Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-14	Revised workers sign
	number to agree with
	current MUTCD.
1-1-12	Corrected dimension in
	note 6. Omitted W21-1110
	sign. Added W-1-6R sign.

URBAN LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

(Sheet 1 of 2)

STANDARD 701606-09

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING

921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: TC3

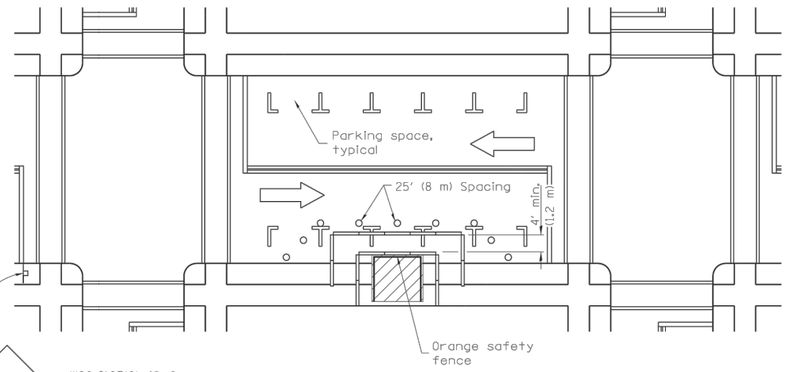
SHEET: TC3 OF: TC5

TRAFFIC CONTROL PLAN

PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:



① Omit whenever duplicated by road work traffic control.

① ROAD CONSTRUCTION AHEAD — W20-I103(0)-48 for contract construction projects

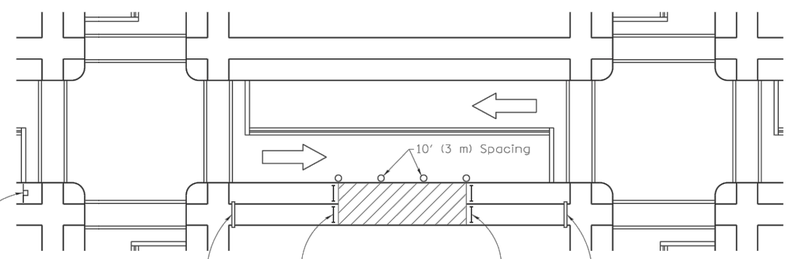
Or

① ROAD WORK AHEAD — W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian chanellizing barricade



① ROAD CONSTRUCTION AHEAD — W20-I103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD — W20-1(0)-48 for maintenance and utility projects

SIDEWALK CLOSED ← USE OTHER SIDE — R11-I102-2430

SIDEWALK CLOSED — R11-I101-2418

SIDEWALK CLOSED → USE OTHER SIDE — R11-I102-2430

SIDEWALK CLOSURE

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of
	plan views. Renamed Std.
1-1-09	Switched units to
	English (metric),
	702001 to 701901.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-05

Illinois Department of Transportation

APPROVED January 1, 2012
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2012
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID:	N321023
SEGMENT:	L3-DB-87
SITE ADDRESS:	854 GOLF LN BENSENVILLE, ILLINOIS DUPAGE COUNTY
TITLE:	FIBER OPTIC CONDUIT INSTALLATION - CONNECTION TO 854 GOLF LN
PROJECT NO:	17-0309
DRAWING NO:	L3-DB-87
DATE DRAWN:	06-28-17
SCALE:	N.T.S.
SHEET:	TC4
SHEET: TC4 OF:	TC5

DRAWN BY: JWB

CHECKED BY: DJD

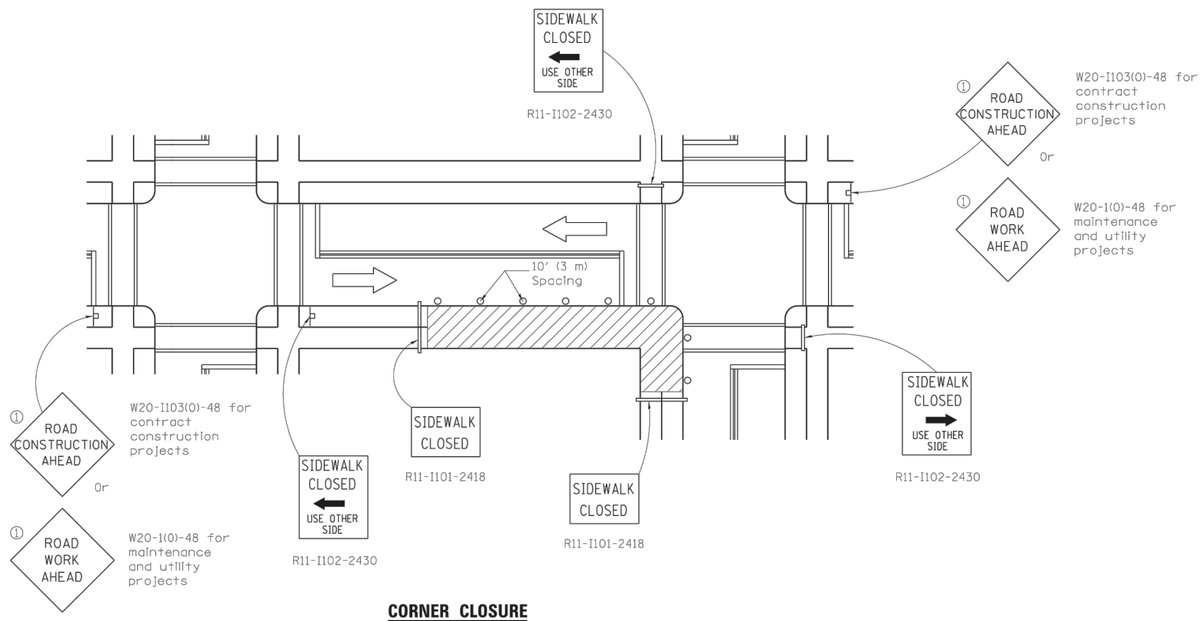
APPROVED BY: JPK

TRAFFIC CONTROL PLAN

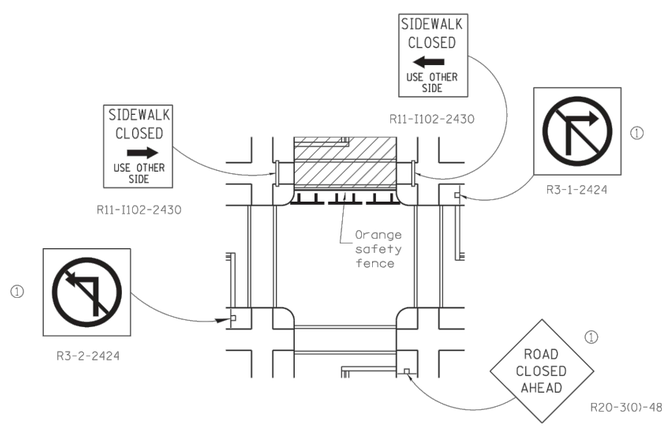
PROJECT MANAGER: JOSEPH P. KOZIOL P.E.

REV	DATE	DESCRIPTION	DESIGNER	CHECKED	APPROVED
1	06-28-17	FOR REVIEW	JWB	DJD	JPK
2	08-09-17	PER BENSENVILLE COMMENTS	JPK	JPK	JPK
3					
4					
5					
6					

NOTES:



CORNER CLOSURE



CROSSWALK CLOSURE

Illinois Department of Transportation

APPROVED January 1, 2012
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2012
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-05

DRAWN BY: JWB

CHECKED BY: DJD

APPROVED BY: JPK

hbk ENGINEERING

921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

Level (3) COMMUNICATIONS

NETBUILD ID: N321023

SEGMENT: L3-DB-87

SITE ADDRESS: 854 GOLF LN
BENSENVILLE, ILLINOIS
DUPAGE COUNTY

TITLE: FIBER OPTIC CONDUIT INSTALLATION – CONNECTION TO 854 GOLF LN

PROJECT NO: 17-0309

DRAWING NO: L3-DB-87

DATE DRAWN: 06-28-17

SCALE: N.T.S.

SHEET: TC5

SHEET: TC5 OF: TC5

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT WITH LEVEL 3 COMMUNICATIONS, LLC TO INSTALL TELECOMMUNICATIONS WITHIN THE VILLAGE OF BENSENVILLE RIGHT-OF-WAY

WHEREAS the Village of Bensenville owns and operates rights-of-way (ROW) for the purpose of safe passage, access, utility installation, and aesthetics, and

WHEREAS the Village of Bensenville is responsible to make sure the use of the ROW is in the best interest of the residents of Bensenville, and

WHEREAS Title 12 of the Village Code discusses requirements for Telecommunications within the Village of Bensenville, and

WHEREAS the Village of Bensenville has been approached by Level 3 Communications, LLC to install telecommunication facilities through the ROW of the Village, and

WHEREAS Level 3's proposed network does directly serve a resident/business of the Village of Bensenville, and

WHEREAS in order to allow the installation of the Level 3 network a Franchise Agreement (attached as Exhibit 1) is required.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the execution of a Franchise Agreement with Level 3 Communications, LLC to install telecommunications within the Village of Bensenville, and

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:
Consideration of a Resolution Establishing Guidelines and Procedures for the 2017-2018 Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:
The Village President and Board of Trustees have determined that a significant public interest is served by establishing a program to provide snow removal services to residents that are elderly or disabled and have no one else within their household to perform such task.

It is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program.

KEY ISSUES:
Program guidelines have been established for the program and are attached to the proposed Resolution as Exhibit A.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends approval of the Resolution.

BUDGET IMPACT:
The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:
Motion to consider a Resolution Establishing Guidelines and Procedures for the 2017-2018 Senior / Disabled Snow Removal Program

ATTACHMENTS:

Description	Upload Date	Type
RES - 2017/18 Senior Snow Program - Program Adoption	10/11/2017	Resolution Letter

RESOLUTION NO.

ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2017-2018 SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village President and Board of Trustees of the Village of Bensenville (the "*Corporate Authorities"* have determined that a significant public interest is served by establishing a program to provide snow removal services to residents that are elderly or disabled and have no one else within their household to perform such task (the *"Program"*), and

WHEREAS it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

SECTION TWO: The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President, Village Manager, or Director of Public Works to effectively operate the Program.

SECTION THREE: The Director of Public Works is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for snow removal, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

SECTION FOUR: The officers and employees of the Village are hereby authorized and directed to take any and all such actions as is required to enact the Program and carry out its intent and purpose.

SECTION FIVE: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION SIX: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

EXHIBIT A

VILLAGE OF BENSENVILLE
2017-2018 SENIOR / DISABLED SNOW REMOVAL PROGRAM GUIDELINES

QUALIFICATONS:

1. Resident(s) must be 65 years or older or disabled/handicapped and there is no one else in the household that can shovel the snow.

2. Each household resident must provide documentation of ownership and senior status (via copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).

3. Each household, regardless of age, disability, handicap or medical condition of any individual resident in the same household must demonstrate a combined income of $55,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

GUIDELINES AND TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or brought to the Bensenville Public Works Department, 717 E. Jefferson Street, Bensenville, Illinois 60106, Attn: Director of Public Works.

1. The Village will review the application and accompanying documentation and determine if the applicant qualifies for the program. If the applicant qualifies for the Program, the application will be forwarded to the Operations Division of the Public Works Department. The Operations Division may complete a pre-inspection of your property.

2. The following services are being done by an independent contractor hired by the Village. Snow plowing of driveways and shoveling of sidewalks will occur after 3 inches or more of snow has fallen. The Village shall, in its sole discretion, determine when 3 inches or more has fallen. Snow removal will not begin until a snow event is completed, unless snowfall is excessive. If you choose only to have the sidewalks shoveled, they will be shoveled after 3 inches of snow or more has fallen, and the plowing of all driveways has been completed. The Operations Supervisor will determine when the contractor is to be called to begin the plowing of driveways. The resident shall pay the following for the services requested:

- Snowplow the driveway. ($15.00 per plow)
- Shovel/snow blow a path from the house to the street or the driveway. ($15.00 per removal)
- Shovel/snow blow a path from the house to the alley. ($15.00 per removal)
- Shovel/snow blow the public sidewalk in front of your home, if it is a corner lot there will be an additional charge. ($15.00 per removal; $25.00 per removal, corner lot)

The above amounts may be changed without further notice. The snow removal program does not include the spreading of salt or other snow/ice melting chemical.

3. A monthly bill will be sent to you from the Village. (Note: if snow is removed more than once during the same snowfall because it is excessive, the resident will be charged for <u>each</u> removal.)

4. The resident(s) may withdraw from the Program by providing the Village with a written notice. Such notice shall include a specific withdrawal date, which shall not be less than seven (7) days from the date the notice is received by the Village. The resident(s) shall pay the Village any services rendered prior to withdrawal date. The Village may eliminate the Program at any time without notice.

5. The Village may terminate, suspend or close the enrollment period for the Program at anytime.

6. The Village may limit the number of participants in the Program. In such case, space in the Program will be filled on a first come, first serve basis.

7. As part of the Program, the Village, at anytime may require the resident(s) to complete and sign additional forms.

8. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each snow removal. This will alleviate any discrepancies between resident and contractor for billing purposes. (see enclosed paper)

9. Being a participant of the snow removal program we request that <u>no one but the contractor is to remove snow</u>. This will alleviate any confusion for billing purposes. Failure to comply may be cause for removal from the Program.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with Thomas Herrera for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:
The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:
Thomas Herrera provides senior snow removal services for Schiller Park's program. They have expressed interest in expanding their services to the Village of Bensenville.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends approval of the contract.

BUDGET IMPACT:
The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with Thomas Herrera for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Program - Thomas Herrera	10/12/2017	Backup Material
RES - 2017/18 Senior Snow Program - Thomas Herrera	10/12/2017	Resolution Letter

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Thomas Herrera, located 348 E. Belle Dr., Northlake, IL 60164 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. The contractor will be allowed to work extended Village work hours of 6:00 AM through 10:00 PM. These hours will be strictly enforced. No work shall commence prior to 6:00 AM not extend past 10:00 PM.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim

entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to

terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement

are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	Thomas Herrera 348 Belle Drive Northlake, IL 60164 Attn: Tomas Herrera

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH LAWN MAINTENANCE SERVICES FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS Thomas Herrera has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Thomas Herrera to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with Carrera Landscaping for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:
The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:
Carrerra Landscaping provides senior snow removal services for Franklin Park's program. They have expressed interest in expanding their services to the Village of Bensenville. The contractor comes highly recommended by the Village of Franklin Park.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends approval of the contract.

BUDGET IMPACT:
The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with Carrera Landscaping for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Contract - Carrera	10/10/2017	Backup Material
RES - 2017/18 Senior Snow Contract - Carrera	10/10/2017	Resolution Letter

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Carerra Landscaping, located 400 51st Avenue, Bellwood, IL 60104 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. The contractor will be allowed to work extended Village work hours of 6:00 AM through 10:00 PM. These hours will be strictly enforced. No work shall commence prior to 6:00 AM not extend past 10:00 PM.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim

entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to

terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement

are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	Carrera Landscaping 400 51st Avenue Bellwood, IL 60104 Attn: Manuel Carrera

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH CARRERA LANDSCAPING FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS the Carrera Landscaping provides a similar service to the Village of Franklin Park, and

WHEREAS Carrera Landscaping has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Carrera Landscaping to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with Green Horizon Landscaping, LLC for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:

For the past five (5) years, Village of Bensenville has contracted Green Horizon Landscaping, LLC for lawn maintenance.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the contract.

BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Green Horizon Landscaping, LLC for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Program - Green Horizon	10/10/2017	Backup Material
RES - 2017/18 Senior Snow Program - Green Horizon	10/10/2017	Resolution Letter

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Green Horizon Landscaping, LLC, located 960 N. Lombard Road, Lombard, IL 60148 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. The contractor will be allowed to work extended Village work hours of 6:00 AM through 10:00 PM. These hours will be strictly enforced. No work shall commence prior to 6:00 AM not extend past 10:00 PM.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim

entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to

terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement

are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	Green Horizon Landscaping, LLC 960 N. Lombard Road Lombard, IL 60148 Attn: Mike Carrasquillo

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH GREEN HORIZON LANDSCAPING LLC FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS the Green Horizon Landscaping LLC has contracted with the Village of Bensenville for the past five (5) years to perform lawn maintenance, and

WHEREAS Green Horizon Landscaping LLC has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Green Horizon Landscaping LLC to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with Sean Milnes (dba CTS Services, LLC) for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:

CTS Services, LLC provides senior snow removal services for Schiller Park's program. They have expressed interest in expanding their services to the Village of Bensenville.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the contract.

BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Sean Milnes (dba CTS Services, LLC) for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Program - CTS Services (Scott Milnes)	10/11/2017	Backup Material
RES - 2017/18 Senior Snow Program - CTS Services (Scott Milnes)	10/10/2017	Backup Material

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Sean Milnes (dba CTS Services, LLC), located 2925 Derrough Avenue, Melrose Park, IL 60164 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. The contractor will be allowed to work extended Village work hours of 6:00 AM through 10:00 PM. These hours will be strictly enforced. No work shall commence prior to 6:00 AM not extend past 10:00 PM.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim

entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to

terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement

are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	Sean Milnes 2925 Derrough Avenue Melrose Park, IL 60164 Attn: Scott Milnes

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH SEAN MILNES (dba CTS SERVICES, LLC) FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS Sean Milnes provides a similar service to the Village of Shiller Park, and

WHEREAS Sean Milnes has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Sean Milnes (dba CTS Services, LLC) to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with TMW Enterprises for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:
The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:
TMW Enterprises is a local Village of Bensenville concrete & asphalt contractor that has expressed interested in Senior / Disabled Snow Removal Program.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends approval of the contract.

BUDGET IMPACT:
The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with TMW Enterprises for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Program - TMW Enterprises	10/10/2017	Cover Memo
RES - 2017/18 Senior Snow Program - TMW Enterprises	10/10/2017	Resolution Letter

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and TMW Enterprises, located 179 George Street, Bensenville, IL 60106 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. The contractor will be allowed to work extended Village work hours of 6:00 AM through 10:00 PM. These hours will be strictly enforced. No work shall commence prior to 6:00 AM not extend past 10:00 PM.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim

entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to

terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement

are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	TMW Enterprises 179 George Street Bensenville, IL 60106 Attn: Tyrone Ward

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH TMW ENTERPRISES FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS the TMW Enterprises is a local Village of Bensenville asphalt and pavement contractor, and

WHEREAS TMW Enterprises has submitted a signed, contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with TWM Enterprises to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with DiNatale Construction for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:

DiNatale Construction has performed sidewalk snow removal during large storms for the Village of Bensenville in the past.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the contract.

BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with DiNatale Construction for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Program - DiNatale	10/12/2017	Backup Material
RES - 2017/18 Senior Snow Program - DiNatale	10/12/2017	Resolution Letter

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and DiNatale Construction, located at 1441 W. Bernard Dr., Addison, IL 60101 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as

set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	DiNatale Construction 1441 W. Bernard Dr. Addison, IL 60101 Attn: Mike DiNatale

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES;

INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH DI NATALE CONSTRUCTION FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS DiNatale Construction has performed snow removal services for the Village of Bensenville in the past, and

WHEREAS DiNatale Construction has submitted a signed, contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with DiNatale Construction to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:

Panoramic Landscaping provides senior snow removal services for Schiller Park's program. They have expressed interest in expanding their services to the Village of Bensenville.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the contract.

BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Program - Panoramic Landscaping	10/11/2017	Backup Material
RES - 2017/18 Senior Snow Program - Panoramic Landscaping	10/10/2017	Resolution Letter

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Panoramic Landscaping, located 2055 Scott Street, Melrose Park, IL 60164 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. The contractor will be allowed to work extended Village work hours of 6:00 AM through 10:00 PM. These hours will be strictly enforced. No work shall commence prior to 6:00 AM not extend past 10:00 PM.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim

entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to

terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement

are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	Panoramic Landscaping 2055 Scott Street Melrose Park, IL 60164 Attn: Luisa Gomez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH PANORAMIC LANDSCAPING FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS the Panoramic Landscaping provides a similar service to the Village of Schiller Park, and

WHEREAS Panoramic Landscaping has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Panoramic Landscaping to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with ADT Management & Son Landscaping Services for the Senior / Disabled Snow Removal Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The Village of Bensenville is establishing a Senior / Disabled Snow Removal Program for the upcoming 2017-2018 Winter Season. The Program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet Program criteria.

KEY ISSUES:

ADT Management & Son Landscaping Services is a local Village of Bensenville contractor that has expressed interested in Senior / Disabled Snow Removal Program.

The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the contract.

BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village. Each service will cost $25 per visit. The resident will pay $15 per visit, while the Village subsidizes $10 per visit. The impact on the budget will depend on the number of accounts and number of snow events for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with ADT Management & Son Landscaping Services for the Senior / Disabled Snow Removal Program.

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT - 2017/18 Senior Snow Program - ADT Management	10/12/2017	Backup Material
RES - 2017/18 Senior Snow Program - ADT Management	10/12/2017	Resolution Letter

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and ADT Management & Son Landscaping Services, located PO Box 782, Wood Dale, IL 60191 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2017-2018 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the "*Service Option*" and collectively the "*Service Options*").

B. The Services shall be provided upon the accumulation of three (3) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. The contractor will be allowed to work extended Village work hours of 6:00 AM through 10:00 PM. These hours will be strictly enforced. No work shall commence prior to 6:00 AM not extend past 10:00 PM.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars ($25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim

entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to

terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement

are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Bensenville Department of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106 Attn: Joe Caracci
If to Contractor:	ADT Management & Son Landscaping Services PO Box 782 Wood Dale, IL 60191 Attn: Edwin Chavez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2018.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of October 2017.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of October 2017.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH ADT MANAGEMENT & SON LANDSCAPING SERVICE FOR THE SENIOR / DISABLED SNOW REMOVAL PROGRAM

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Snow Removal Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS the ADT Management & Son Landscaping Services is a local Village of Bensenville landscaping contractor, and

WHEREAS ADT Management & Son Landscaping Services has submitted a signed, contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with ADT Management & Son Landscaping Services to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Informational	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Discussion regarding the Removal of the Underground Storage Tank (UST) at the Wastewater Treatment Plant

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

The WWTP has a 10,000 gallon fiberglass underground storage tank (UST) that stores diesel fuel for backup generators. The UST was installed in 1973.

KEY ISSUES:

Our liability insurance broker is having difficulty in finding anyone to insure our tank into the future. Removal of the tank is recommended. We are currently in the process of securing proposals to remove the tank completely. The proposals will be configured as a turn-key project that will include necessary engineering, securing permits from the State Fire Marshall, any soil testing required, construction to remove the tank, and project oversight. We do not have any indication at this point that there has ever been a leak to the tank. We are hopeful that the removal will be straight forward and uneventful.

We hope to have a recommendation to the Village Board at our Board Meeting on October 24th. We also hope to be able to start and complete the project in 2017.

We also hope to have a installation contract to the Village Board on October 24th as well as we will need to install above ground tanks to replace the UST in order to continue to provide the necessary backup power to our plant.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

N/A

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Informational	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:
A Presentation about Public Works Snow and Ice Management Program Strategy

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:
Snow and Ice Management is one of the most basic core functions the Village provides to its residents. The Public Works Department takes great pride in performing this duty each winter. Our program includes over 110 miles of roadways and alleys, approximatly 11.25 miles of sidewalk, 9 parking lots, and 9 Village Facilities.

Our Snow and Ice Management Plan is very extensive and ever changing. Our upcoming winter season will bring vast changes in how we approach each event with the introduction of new and upgraded equipment and a new focus on liquid applications.

The Village received a $367,000 grant from the Illinois State Toll Highway Authority (ISTHA) to assist in their mandate to reduce chlorides as part of the I-90 and I390/I490 Projects. This new equipment is anticipated to provide a 17% reduction in salt usage.

KEY ISSUES:
Assistant Director of Operations Rick Radde will present information on our program, changes, and challenges we expect to face this upcoming season. We hope to educate the Board on our plan as well as engage in discussion regarding expectations and level of service for the program. Please be prepared to listen, learn, and provide feedback to the presentation.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
N/A

BUDGET IMPACT:
N/A

ACTION REQUIRED:
No formal action required, however we hope to gain insight into the expectations of our elected officials.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Purchase of Seasonal Decorations from Display Sales in the Not to Exceed Amount of $19,870

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

We have completed three phases of streetscape work along Irving Park Road (IL19) and York Road. As part of these projects, 100 new decorative streetlights were installed. As we approach our upcoming holiday season, we plan to decorate these poles with LED lit artificial garland, red ribbon, and holiday banners.

KEY ISSUES:

We requested quotations from three firms that provide holiday decorations to municipalities for the garland and ribbon. Banners will be purchased separately and expect to cost less than $10,000. Results of the quotes are as follows:

Firm	30' LED Lit Garland	Ribbon	Total Cost
Display Sales	$19,200.00	$670.00	$19,870.00
Northern Lights	$23,200.00	DID NOT PROVIDE	$23,200.00
Temple Displays	$24,165.00	DID NOT PROVIDE	$24,165.00

Display Sales is providing the best cost for the material. Public Works staff will install the decorations.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

The CY2017 budget includes funds for Seasonal Decorations on IL19 ($13,250) in Account No. 11050430-542811

Additional funds are available in the same account for IL19 flower baskets ($36,000). Because we did not have all the light poles installed early enough, we did not utilize this money in 2017.

ACTION REQUIRED:

Motion to consider a Resolution Authorizing the Purchase of Seasonal Decorations from Display Sales in the Not to Exceed Amount of $19,870

ATTACHMENTS:

Description	Upload Date	Type
RES - 2017 Seasonal Decorations	10/12/2017	Resolution Letter
Light Fixture	10/12/2017	Backup Material
QUOTE - Display Sales	10/12/2017	Backup Material
QUOTE - Temple Displays	10/12/2017	Backup Material
QUOTE - Northern Lights	10/12/2017	Backup Material

RESOLUTION NO.

AUTHORIZING THE APPROVAL OF A PURCHASE ORDER TO DISPLAY SALES FOR THE PURCHASE OF SEASONAL DECORATIONS IN THE AMOUNT OF $19,870

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the VILLAGE recently completed three phases of streetscape projects along IL19 and York Road, and

WHEREAS the VILLAGE desires to decorate the street light poles for the holiday season, and

WHEREAS the Display Sales submitted the lowest bid for the decorations in the amount of $19,870.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a the approval of a purchase order to Display Sales for the purchase of seasonal decorations in the not to exceed amount of $19,870.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

APPROVED:

_____

Frank DeSimone

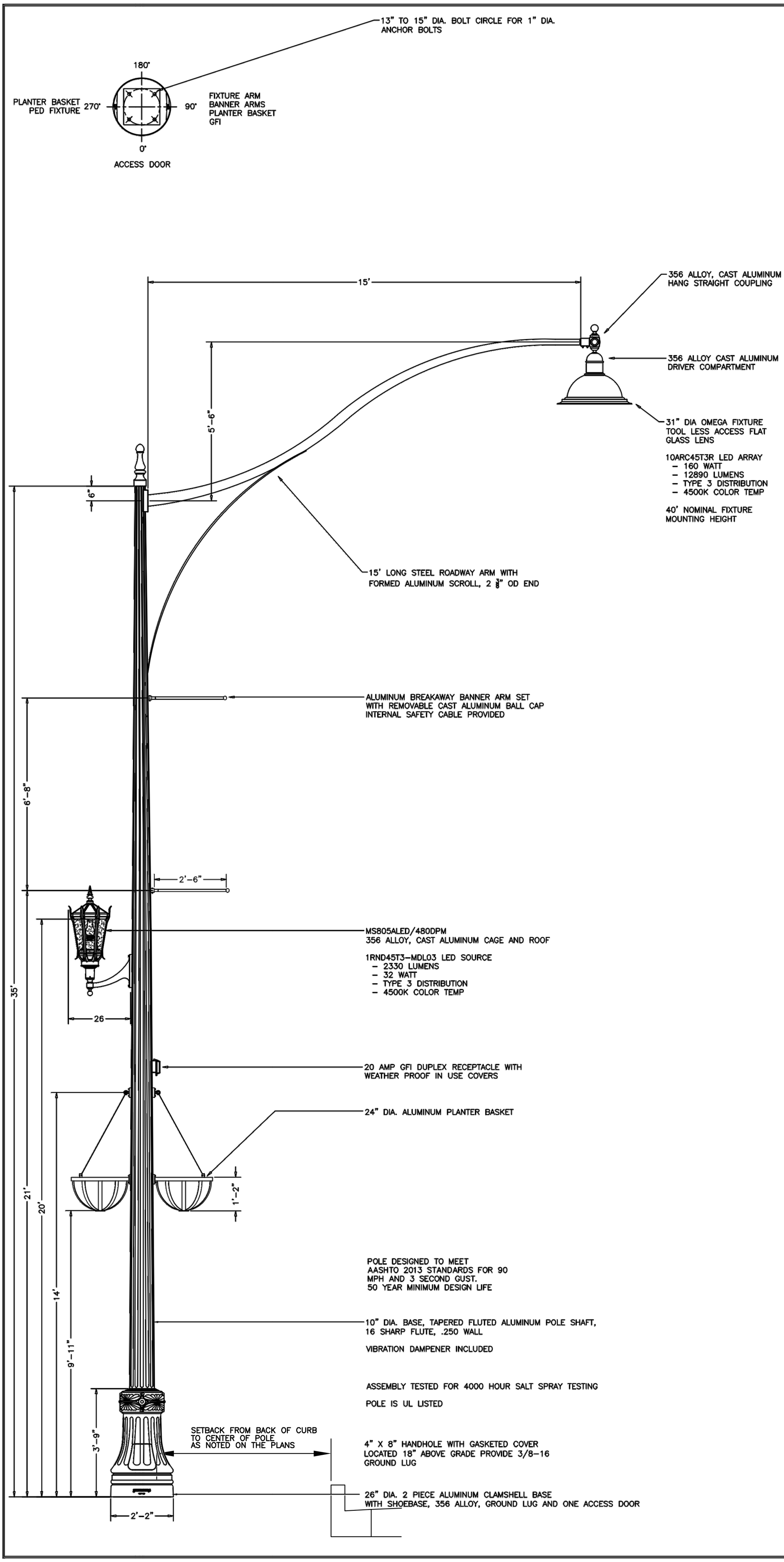
ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



POLE HEIGHTS HAVE A TOLERANCE OF + OR - 2"

DRAWN SS

SCALE 1:40

BENSENVILLE, IL
IRVING PARK ROAD PHASE 2

1-1531FLED/FG/CAS15/10ARC45T3R / 1-MS805ALED/480DPM/4ARC45T3 / -MDL/CSA / 9335ARTF-16SF/RPBP/BK

STERNBERG

LIGHT POLE, 40 FT MOUNTING HEIGHT
AND 15 FT MAST ARM DETAIL

REV	REVISIONS	DATE	RVSD
A	ORIGINAL	6/6/14	
B	DELETED GFI, ADJUSTED LED	7/22/14	SS
C	PED FIXTURE ADJUSTED, BANNER ARMS, GROUND LUG, AASHTO	10-8-14	SS
D	POLE HEIGHT AND WATTAGE ADJUSTMENT	1/19/15	SS

DRAWING NUMBER
SC21344

SINCE 1923

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
345	-	DUPAGE	57	18
		CONTRACT NO. _____		
		ILLINOIS	FED. AID PROJECT	

LIGHTING DETAILS

SCALE: NONE | SHEET NO. ___ OF ___ SHEETS | STA. _____ TO STA. _____

VILLAGE OF BENSENVILLE
IRVING PARK ROAD STREETSCAPE PROJECT - PHASE I

DESIGNED	- JED	REVISED	-
DRAWN	- SMP	REVISED	-
CHECKED	- JED	REVISED	-
DATE	- -	REVISED	-

JAMES J. BENES & ASSOCIATES, INC.
950 Warrenville Road, Suite 101, Lisle, Illinois 60532
Tel. (630) 719-7570 • Fax (630) 719-7589

DISPLAYSALES

QUOTE

Display Sales
10925 Nesbitt Avenue S
Bloomington, MN 55437
P: 800-328-6195
F: 952-885-0099
www.displaysales.com

ESTIMATE	QO-016484-10
DATE	10/12/2017
EXPIRATION DATE	11/11/2017
CUSTOMER ID	102504

Ship To: Ginny Lavorata
Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Bill To: Ginny Lavorata
Village of Bensenville
Acct Payable
12 South Center Street
Bensenville, IL 60106-1987

PREPARED BY	JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Laura Schatlze		Net 20	10/12/2017

QUANTITY	DESCRIPTION	UNIT PRICE			AMOUNT
100	25' x 14" Natural Timberline Garland with Cool White LED Bulbs (50) (garland will match 2016 order) Size : 25' Color : Natural Style : TLineLED	177.00			17,700.00
34	Custom Product - 6" x 75' Red Velour Ribbon	16.75			569.50
100	20' x 14" Natural Timberline Garland with Cool White LED Bulbs (40) (garland will match 2016 order) Size : 25' Color : Natural Style : TLineLED	157.00			15,700.00
27	Custom Product - 6" x 75' Red Velour Ribbon	16.75			452.25
100	30' x 12" Natural Timberline Garland with Cool White LED Bulbs (60) (2- 15' garland sections will make up the 30' section) (garland will match 2016 order)	192.00			19,200.00
40	Custom Product - 6" x 75' Red Velour Ribbon	16.75			670.00

SUBTOTAL	54,291.75
SHIPPING & HANDLING	1,155.00
SALES TAX	0.00
TOTAL	55,446.75

To accept this quotation, sign here and return.

_____

Thank you for your business.

TEMPLE
display, ltd.

Temple Display, Ltd.
114-C Kirkland Circle
Oswego, IL 60543
Phone 630-851-3331
Fax 630-851-4144

SALES ORDER

Sales Order # TDLQ27140
Date 10/12/2017
Sales Rep. Robb

Sold To:
Bensenville, Village of
Ginny Lavorata
717 E. Jefferson
Bensenville, IL 60106-2130

Ship To:
Bensenville, Village of
Ginny Lavorata
717 E. Jefferson
Bensenville, IL 60106-2130

Best Way / ASAP

P.O.# **Ship Via/Date:** **Terms:** **NET 30** **Shipping:** **Prepay & Add**

Qty	Part No.	Description	Unit Price	Ext. Price
100		30' of 12-3-1 artificial garland with C-9 LED Cool White Lamps ever 12" Price before discount = $322.20 25% discount	$322.20	$32,220.00
		25.0% Discount		-$8,055.00
			SubTotal	$24,165.00
			Sales Tax	$0.00
			Estimated Shipping Charges	
			Total	**$24,165.00**

Authorized Signature _____ Ginny Lavorata

Actual Shipping Charges will be Charged

All Holiday Decorations are Copyrighted and cannot be duplicated.

Claims must be made within 5 days of receipt of goods. This order subject to acceptance from home office. Sales tax where applicable. Interest charges applicable on overdue accounts. Cancellations subject to sellers consent. FOB Factory.

TEMPLE
display, ltd.

Temple Display, Ltd.
114-C Kirkland Circle
Oswego, IL 60543
Phone 630-851-3331
Fax 630-851-4144

SALES ORDER

Sales Order # TDLQ27142
Date 10/12/2017
Sales Rep. Vicky

Sold To:
Bensenville, Village of
Ginny Lavorata
717 E. Jefferson
Bensenville, IL 60106-2130

Ship To:
Bensenville, Village of
Ginny Lavorata
717 E. Jefferson
Bensenville, IL 60106-2130

Best Way / ASAP

P.O.# **Ship Via/Date:** **Terms:** **NET 30** **Shipping:** **Prepay & Add**

Qty	Part No.	Description	Unit Price	Ext. Price
100		25' of 12-3-1 artificial garland with C-9 LED Cool White Lamps ever 12" Price before discount = $268.50 25% discount	$268.50	$26,850.00
		25.0% Discount		-$6,712.50
			SubTotal	$20,137.50
			Sales Tax	$0.00
			Estimated Shipping Charges	
			Total	**$20,137.50**

Authorized Signature _____ Ginny Lavorata

Actual Shipping Charges will be Charged

All Holiday Decorations are Copyrighted and cannot be duplicated.

Claims must be made within 5 days of receipt of goods. This order subject to acceptance from home office. Sales tax where applicable. Interest charges applicable on overdue accounts. Cancellations subject to sellers consent. FOB Factory.

Bensenville, IL
Quote: 10.12.2017

Item	Per	Qty	TOTAL
20 ft Matching pine wraps - LED C7 Cool white/12" o/c	$185	100	$18,500
25 ft Mountain Pine wrap - LED C7 Cool white/12" o/c	$205	100	$20,500
30 ft Mountain Pine wrap - LED C7 Cool white/12" o/c	$232	100	$23,200

- **FREE shipping**
- **Made in the USA!**

Northern Lights Display LLC
Cheryl Legan, President
9531 West 78th St., Ste 135
Eden Prairie, MN 55344
877-974-3205
www.northernlightsdisplay.com
clegan@northernlightsdisplay.com

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Todd Finner	Recreation	October 17, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a License Agreement with The Sin Bin Hockey Shop, Inc.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **DATE:** October 17, 2017

BACKGROUND:

Since 2011, Sin Bin Hockey Shop has operated as a retail goods and services hockey shop at the Edge Ice Arenas. Sin Bin Hockey Shop provides customers with hockey equipment, apparel, skate sharpening services and minor repairs. The Sin Bin Hockey Shop and the Village have both expressed a desire to continue this relationship and contract through the 2022 hockey season.

KEY ISSUES:

The presence of a full service pro shop is important to the Village in its ability to attract special hockey and skating events to the Edge Ice Arenas. This agreement requires Sin Bin Hockey Shop to provide regular hours of operation according to the following schedule as well as during special events that take place outside of these hours:

Monday - Friday: 5:00 pm - 10:00 pm
Saturday & Sunday: 8:00 am - 5:00 pm

In addition, Sin Bin Hockey Shop would like to license unused space known formerly as the Chicago Steel office to store its surplus inventory, so long as that space remains unused.

The chart below outlines monthly rental rates for pro shops in other area ice arenas.

Shop	Facility	Rate
Orch's Pro-Shop	Franklin Park Park Sitsrict	$650/month for 10 months. No charge for 2.
Glenview Park District	Glenview Park District	$300/month Aug - April & $100/month May, June & July
Ron's Skate Shop	Northbrook Park District	$1765/month
Jerry's Pro-Shop	Hoffman Estates Park District	$825/month. Jerry's sharpens skates every six months.
Sin Bin Pro Shop	Edge Ice Arena - Bensenville	$1140/month

ALTERNATIVES:

- This Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the Sin Bin Hockey Shop would not be permitted to operate its pro shop at the Edge Ice Arenas.
- Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

Revenues resulting from pro shop rent have been included in the 2017 budget as well as the proposed 2018 budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a License Agreement with The Sin Bin Hockey Shop, Inc.

ATTACHMENTS:

Description	Upload Date	Type

License Agreement	10/12/2017	Exhibit
Resolution	10/12/2017	Resolution Letter

LICENSE AGREEMENT BETWEEN VILLAGE OF BENSENVILLE AND THE SIN BIN HOCKEY SHOP, INC.

This License Agreement (hereinafter referred to as this "*License*" or "*Agreement*"), is made and entered into, this the 1st day of November, 2017, by and between the Village of Bensenville, a body politic and corporate existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1 *et seq.* ("*Village*"), and The Sin Bin Hockey Shop, Inc., a duly organized Illinois corporation, of Elmhurst, Illinois ("*Licensee*") (collectively referred to herein after as the "*Parties*"):

WITNESSETH:

WHEREAS, the Village is the owner of certain facility commonly known as the Edge Ice Arena, 735 East Jefferson Street, Bensenville, Illinois (the "*Arena*"), which has an area within that can be used for the operation of a sporting goods retailing store (the "*Pro-shop*"), and also an area that can be used for storing excess Pro-shop inventory on-site; and

WHEREAS, the Village desires to obtain a concessionaire to operate a high-quality, professional Pro-shop using these areas of the Arena which, among other things, will offer merchandise relating to users of and events held in the Arena with increased consumer satisfaction as to offerings, prices, and service; and

WHEREAS, Licensee has advised the Village of its desire to use the areas within the Arena to operate such a Pro-shop (the "*Pro-shop Area*") and for storage for the Pro-shop (the "*Storage Area*"); and

WHEREAS, further, Licensee, after personal inspection of the Arena, has determined that the above-referenced Pro-shop Area and Storage Area (hereinafter referred to collectively as the "Licensed Premises"), to be suitable for the purposes of Licensee, and desires to license the Licensed Premises from the Village; and

WHEREAS, based upon Licensee's experience with operating Pro-shops in other Chicago-area facilities, the Village believes Licensee is ready, willing, and capable of operating a Pro-shop as set forth herein; and

WHEREAS, for these reasons, the Parties find it in their interests to enter into this License for the Licensed Premises for the purpose of Licensee's operation of a Pro-shop as described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made part of this Agreement as if fully set forth.

2. License of the Licensed Premises; License Term.

   a. Pro-shop Area. As provided below, the Village does hereby agree to license and demise unto Licensee the Pro-shop Area of the Licensed Premises from November 1, 2017, through August 31, 2022 (the "*License Term*") to be occupied by Licensee for the purpose of operating a Pro-shop as described in Paragraph 8 below. Notwithstanding the foregoing, the Parties may terminate the license at any time during the term by providing the other Party one hundred twenty (120) days' notice.

   b. Storage Area. As provided below, the Village does hereby agree to license and demise unto Licensee the portion of the Licensed Premises known as the Storage Area for the License Term to be occupied by Licensee for the purpose of storing excess inventory for Licensee's Pro-shop. Notwithstanding the foregoing, the Parties may terminate the license for use of the Storage Area at any time during the term by providing the other Party thirty (30) days' notice.

   c. Morals Clause. Village may, at its option, terminate this License immediately upon written notice to Licensee, if during the License Term: (a) Licensee, its officers, employees, or agents commit any criminal act or other act involving moral turpitude, drugs or felonious activities; (b) Licensee, its officers, employees, or agents commit any act or becomes involved in any situation or occurrence which brings Licensee into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon Village; or (c) information becomes public about how Licensee, its officers, employees, or agents has acted as in (a) or (b) in the past. Any of the acts described above will be deemed a material breach of the Agreement.

3. Rent. Beginning November 2017 and for each month thereafter for the License Term, Licensee shall pay the Village (i) One Thousand One Hundred Forty and 00/100 Dollars ($1,140.00) per month rent for the Pro-shop Area of the Licensed Premises and (ii) Three Hundred Fifty and 00/100 Dollars ($350.00) for the Storage Area of the Licensed Premises, due on or before the first day of the month for which rent is being paid. Monthly rent will be increased on the annual anniversary of this agreement date in an amount equal to the "cost of living index" for Bensenville as set forth by the US Bureau of Labor Statistics CPI-U Chicago-Gary-Kenosha metropolitan statistical area. Rent payments shall include the Village's provision of heat, air conditioning and electricity to the Licensed Premises. In addition, Licensee shall be granted the right to use the Arena's garbage and recycling facilities for disposal of garbage, trash, and recyclables from Licensee's ordinary operations of the Licensed Premises. The cost of all other utilities and services to the Licensed Premises not expressly provided for herein shall be borne exclusively by Licensee.

4. Access to Licensed Premises. Upon the commencement of this License, the Village agrees to permit Licensee and its customers and invitees to use walkways, hallways, and other areas of the Arena designated for use of the general public for access to and from the Licensed Premises only during hours when the Arena is open to the public. The access provisions of this sub-section shall not apply to the Storage Area.

5. Parking Access. Upon the commencement of this License, the Village agrees to permit Licensee and its customers and invitees use of the parking facilities at the Arena whenever Licensee shall be open for public use. No parking facilities or spaces, however, shall be designated or deemed to be reserved or for the exclusive use of the Licensee and its employees, customers and invitees, and all use shall be subject to availability and prior occupancy by other users.

6. Security Deposit. Upon the commencement of this License, Licensee shall pay to the Village a Security Deposit equaling one (1) month's rent for the Licensed Premises. The Security Deposit shall be returned to the Licensee promptly upon the expiration of the License Term, subject to Licensee's satisfactory performance of the terms of this License. The Security Deposit shall not bear interest.

7. Use and Alteration of the Licensed Premises. Licensee shall use the Licensed Premises only for the operation of the Pro-shop and for storage of excess inventory and for no other purposes or business. Licensee shall make no alterations or additions to the Licensed Premises without written permission of the Village. Any remodeling, refurbishing, or altering of the Licensed Premises shall not be undertaken without submission of specification and/or plans to the Village and the Village's written approval of such. Any contract entered into between Licensee and a contractor shall include the Village as a third-party beneficiary and shall contain a provision to indemnify, defend and hold the Village harmless from and against damages or injury arising from the performance of such contract. At the Village's option, at the conclusion of the License Term, Licensee shall restore the Licensed Premises to its original condition as it was immediately prior to the commencement of the previous agreement. Licensee's use of the Licensed Premises shall comply with all applicable Federal, State and local laws, ordinances and regulations.

8. Operation of the Pro-shop.

    a. Licensee shall operate the Pro-shop in a professional manner, offering an assortment of sporting goods and sports-related merchandise of the same quality and at comparable pricing to that offered by Jerry's Hockey, which is located at several similar facilities in the area. Pro-shop offerings shall include merchandise relating to users of and events held in the Arena. For so long as this Agreement shall remain in effect, the Licensee shall have the exclusive right to sell within the Edge Ice Arena all merchandise of the kind that the Licensee shall offer for sale in the Pro-shop. The Pro-shop shall not display, offer, sell, or give away foods, food stuffs, or beverages of any kind, including bottled water

    b. The regular hours of business during which the Pro-shop shall be open to the public shall be at least from 5:00 p.m. through 10:00 p.m., Mondays through Fridays, and from 8:00 a.m. through 5:00 p.m. on Saturdays and Sundays. The Pro-shop shall be closed on all holidays on which the Arena is closed, said schedule to be tendered to the Licensee at the start of each annual anniversary of this License. The Pro-shop's hours of operation shall be clearly posted on or adjacent to the entry to the Pro-shop. Maintaining the Pro-shop open to the public during these hours is a material term of this License, and Licensee agrees that these hours of operation are adequate and appropriate. Further, Licensee shall endeavor to keep the Pro-shop open for business

during events occurring at the Arena outside these hours.

c. Licensee shall maintain the Pro-shop at all times in a clean, safe, orderly, and sanitary condition, in accordance with applicable health and safety standards. Licensee shall be solely responsible for furnishing all necessary labor, materials, services, supplies, and equipment not otherwise expressly provided by the Village in this License, and for obtaining all licenses, certifications and inspections necessary for the Pro-shop's operation.

d. At all times during the License Term, Gino Pisellini shall be personally and directly involved in the operation of the Pro-shop. Mr. Pisellini shall be permitted to designate a manager to supervise the operations of the Pro-shop in the event of his absence. Mr. Pisellini shall designate the individual so selected to the Village, which shall be allowed to secure any background or other personal information on the designee it requires in order to approve the designation.

9. Use of the Storage Area. As depicted in Exhibit A, two of the storage rooms within the Storage Area are for the exclusive use of the Village. Additionally, Licensee shall not have access to the electrical closets located in the Storage Area.

10. Use of the Skate Sharpener. Licensee shall be permitted to use the Village-owned ice skate sharpener that the Village shall keep in the Arena for Licensee's business. In consideration therefore, for the License Term, Licensee shall be required to furnish the cost of all maintenance expenses on the ice skate sharpener. Furthermore, Licensee agrees to provide skate sharpener training to designated Village staff, for the purposes of maintaining the rental skate inventory. Licensee acknowledges that they are trained in the proper use of the Village-owned skate sharpener and shall operate the skate sharpener in a professional and safe manner.

11. Village's Entry onto the Licensed Premises. It shall be lawful for the Village at all reasonable times and hours upon reasonable notice to enter into and upon the Pro-shop Area of the Licensed Premises to examine the condition thereof and, upon the discovery of any defect, for the purpose of correcting or remedying such defect at its cost and to remain therein until the same shall have been corrected or remedied; provided that the Village will use best efforts to minimize interference with Licensee's business. Notwithstanding anything contained in this subsection, there shall be no restrictions upon the Village's ability or authority to access its storage rooms within the Storage Area.

12. Licensee's and Others Property on the Licensed Premises. All property of every kind of Licensee or its employees, invitees or agents which may be kept at the Licensed Premises, or the parking or other areas associated therewith during the License Term shall be at the sole risk of Licensee or those claiming under Licensee, and neither the Village nor its officials, employees, agents or insurers shall be liable to Licensee, or to any other person whatsoever, for any injury, loss or damage to any person or property in or upon the Premise or the sidewalks and parking areas contiguous thereto. Licensee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, from whatever cause and whether caused by or due to the negligence of the Village or the Village's agent, servant, and employee, and to save the Village

harmless therefrom; provided that the Village shall be responsible for the gross negligence or willful misconduct of the Village or its agents, servants and employees

13. Removal of Personal Property after Termination of License. Upon termination of this License, Licensee shall remove all personal property from the Licensed Premises, except that belonging to the Village. Licensee shall be liable for all costs incurred by the Village in the removal and disposal of any of the property of Licensee or persons other than the property of the Village remaining on the Licensed Premises after the termination of this License. It is understood and agreed that all personal property of Licensee and others remaining on the Licensed Premises after the termination of this License shall, at the option of the Village, become the property of the Village, to be used and disposed of as the Village sees fit, and Licensee waives all claims and causes of action against the Village for all losses of an injury to such property resulting therefrom. The Village's assumption of ownership of such property shall not relieve Licensee of Licensee's obligations for the Village's cost of removing and disposing of such property as provided herein.

14. Licensee's Breach of License Provisions. In the event Licensee fails to (i) pay rent, and such failure continues for more than ten (10) days after notice from the Village of such failure; or (ii) perform any other covenant on its part to be performed under this License and such failure continues for more than thirty (30) days after notice from the Village of such failure (provided that it shall not be a default under this License if such failure cannot be remedied within such thirty (30) day period but Licensee commences to remedy such failure within such period and thereafter diligently proceeds to cure such failure), then the Village shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity. Furthermore the rights and remedies given to the Village under this Agreement are distinct, separate and cumulative rights and remedies, and no one of them, whether or not exercised by the Village shall be deemed to be in exclusion of any of the others.

15. Signage. Subject to the Village's approval, Licensee may, at its sole cost and expense, install signage in suitable locations identifying the location of the Licensed Premises. Such signage shall not interfere with any of the Village's signage and must conform to current Village of Bensenville ordinances and building code.

16. Insurance. Licensee shall maintain, at its own expense, liability insurance on the Licensed Premises during the License Term, with an insurance company licensed to transact business in the State of Illinois and a rating reasonably acceptable to the Village. Licensee shall name the Village and its officers as additional insured. The coverage limits of said policy shall be as provided for by the Village ordinance. A copy of the insurance policy shall be provided to the Village and the Licensee shall notify the Village of any modifications or cancellation of said insurance policy.

17. Indemnification. Licensee shall assume full responsibility for any and all damage, loss or injury to persons and property arising out of, or connected or incident to this Agreement or Licensee's use of the Licensed Premises and shall, to the fullest extent of the law, defend, protect, indemnify and hold harmless the Village, its officers, employees, volunteers and agents, except to the extent such damage, loss or injury results from the gross negligence or willful misconduct of the Village or its officers, employees, volunteers or agents.

18. Mutual Cooperation. The Village and Licensee agree to mutually cooperate to foster a relationship development, including but not limited to, jointly participating in marketing and advertising. Each of the Parties shall obtain prior written consent of the other prior to using each other's name or logo in any publication, advertisement or solicitation; provided that Licensee may use the name and address of the Arena.

19. Condition of Licensed Premises. Licensee acknowledges that the Licensed Premises are in an acceptable condition which allows for the uses contemplated herein.

20. Assignment. Neither the Village nor Licensee shall assign or transfer its rights, interests, obligations and responsibilities under this License without the express written consent of the other party.

21. Costs and Attorneys' Fees. Licensee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees and expenses that may be incurred by the Village in enforcing the covenants, agreements, conditions and terms hereof. The parties further agree that this License shall be interpreted in accordance with the laws of the State of Illinois, and that venue to enforce this License shall be the Eighteenth Judicial Circuit Court, DuPage County, and State of Illinois.

22. Licensee to Create No Liens upon Licensed Premises. Licensee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the present or other estate of the Licensed Premises, or upon the Arena or other Village-owned property, Licensee shall remove any such lien or cause such lien to be insured or bonded over in a manner reasonably satisfactory to the Village.

23. Notice. For purpose of providing notice hereunder, notice to the Village shall be to:

VILLAGE OF BENSENVILLE – EDGE ICE ARENA
ATTN: DIRECTOR OF RECREATION AND COMMUNITY EVENTS
735 E. JEFFERSON STREET
BENSENVILLE, IL 60106

AND TO LICENSEE:

SIN BIN CUSTOM HOCKEY
MR. GINO PISELLINI
744 N. INDUSTRIAL DRIVE
ELMHURST, IL 60126

24. Licensee Independent Contractor. Licensee, its officers, employees, and agents are independent contractors and not officers, employees, or representatives of the Village and neither Licensee nor any of its officers, employees, or agents shall make any representation to the contrary.

25. Taxes. The Licensed Premises are currently exempt from ad valorem property taxes. Licensee

shall be solely responsible and liable for any real estate taxes assessed against the Licensed Premises as a result of this License Agreement, if any.

26. Agreement. This License constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersedes any and all prior offers, letters of intent, proposals, agreements and understanding of any kind or nature whatsoever, written or oral, expressed or implied, and neither party has, nor shall any party make, any claim to pursue any action based on any such offer, letter of intent, proposals, agreements and understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above mentioned:

THE VILLAGE OF BENSENVILLE

_____

By: Mr. Evan K. Summers
Title: Village Manager

_____

By: Corey Williamsen
Deputy Village Clerk

THE SIN BIN HOCKEY SHOP, INC.

_____

By: Mr. Gino Pisellini
Title: Owner, The Sin Bin Hockey Shop

RESOLUTION NO._____

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE SIN BIN HOCKEY SHOP, INC.

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 retail space with the ARENA for the purposes of providing a hockey pro shop to its customers and to generate revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Sin Bin Hockey Shop, Inc., an Illinois Corporation, has previously had an agreement with the VILLAGE for retail space within the ARENA pursuant to the terms and conditions as expressed in a certain Pro Shop Lease Agreement; and

WHEREAS, the Sin Bin Hockey Shop, Inc. has expressed a desire to enter into a new License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent License Agreement with the Village of Bensenville (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 the Sin Bin Hockey Shop, Inc.

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 24th day of October 2017.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Informational	S. Viger	Community & Economic Development	10.17.17

DESCRIPTION:
Concept Review of Expanded Business Operations of O'Hare Auto Body and Associated Businesses

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Committee of the Whole	10.17.17

BACKGROUND:
1. Property owner is a long time community business man.
2. Business is looking to expand as well as offer additional services.
3. Currently the business' property is bisected by a public alley.

KEY ISSUES:
1. Expansion of existing main building.
2. Demolition of the "Hodge Podge Lodge" building.
3. Hopeful relocation of the "Hodge Podge Lodge" elsewhere in the community.
4. Vacation of portions of the public alley and Spruce Avenue.
5. Expansion of these businesses has been in the discussion phase for quite some time.
6. Staff is generally supoportive of expanded business opportunities and investment in the Irving Park Road corridor.
7. The 2013 Comprehensive Economic Development Strategy did not indicate specific uses for the area west of Illinois Route 383 , however the expansion of the businesses is in keeping with the plan's direction.
8. The 2015 Comprehensive Plan indicates local commercial use for the property.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
1. The business expansion along West Irving Park Road has been discussed for quite some time.
2. The concept is generally acceptable to the staff.
3. Consideration should be given to the reduction in the total number of existing curb cuts onto West Irving Park Road, streetscape upgrades and the general aesthetics of the corridor.
4. Specific Site Plan review will be conducted should the proposal proceed to an official development application.

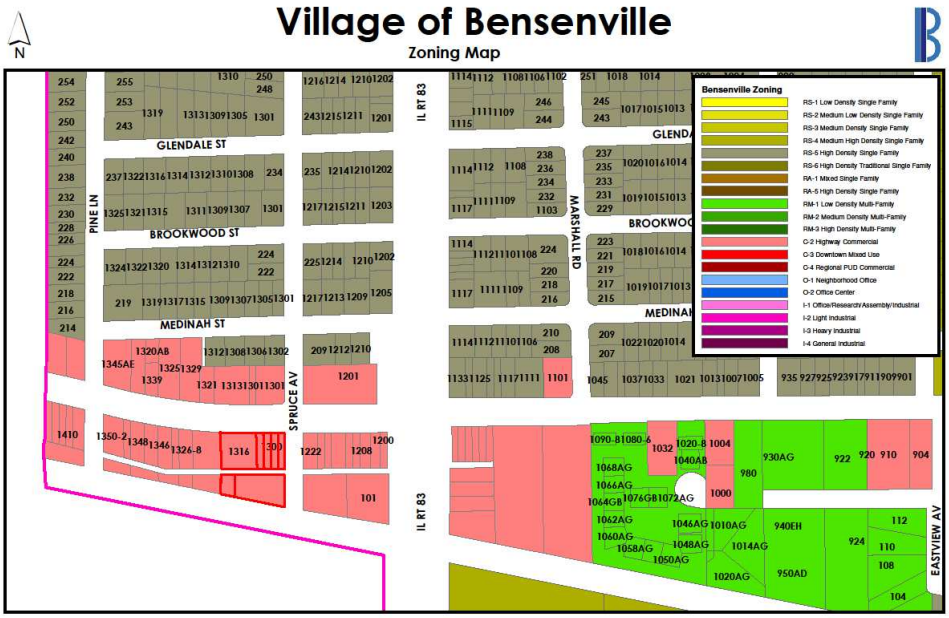
BUDGET IMPACT:
N/A

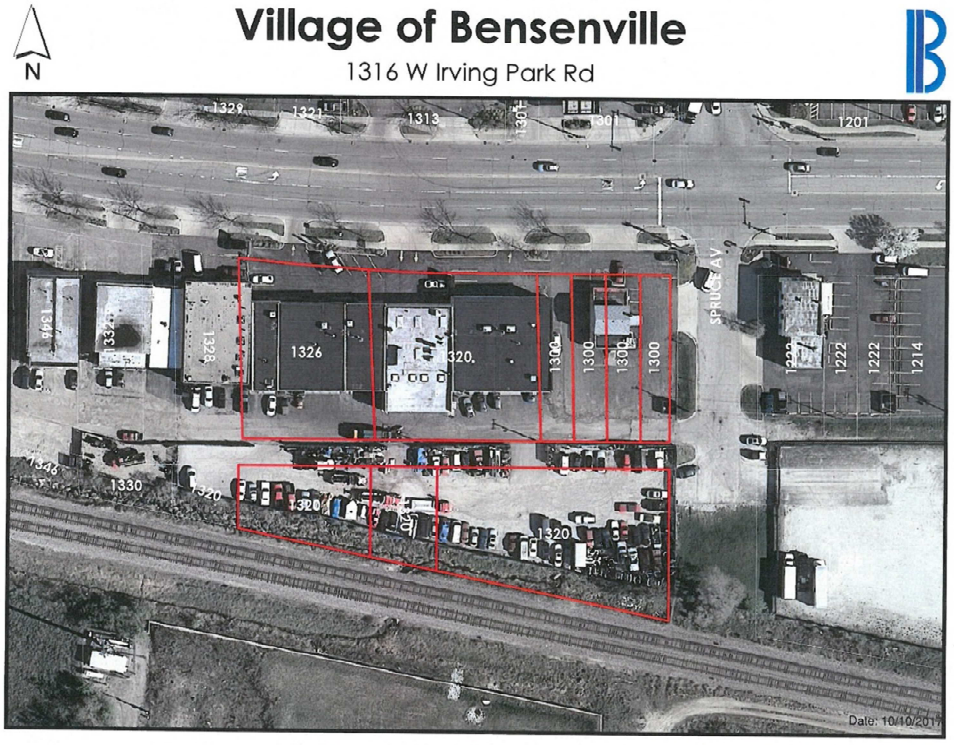
ACTION REQUIRED:

ATTACHMENTS:

Description	Upload Date	Type
Aerial and Zoning Map	10/10/2017	Exhibit
Concept Plans	10/10/2017	Exhibit

1316 West Irving Park Road
O'Hare Auto Body
Proposed Expansion





0 20 40 FT
SCALE: 1"=20'

3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
P: 630.590.0007
M: 630.332.2267
GHORE@CAGECIVIL.COM

CAGE CIVIL ENGINEERING

REVISIONS △

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF CAGE CIVIL ENGINEERING, INC. AND MAY NOT BE REPRODUCED OR UTILIZED WITHOUT PRIOR WRITTEN PERMISSION FROM CAGE CIVIL ENGINEERING, INC.

O'HARE AUTO BODY

1316 W. IRVING PARK RD.
BENSENVILLE, IL

PROJ NO: 170118
ENG : AMS
DATE : 10-04-17
SCALE: 1"=1'

SHEET TITLE

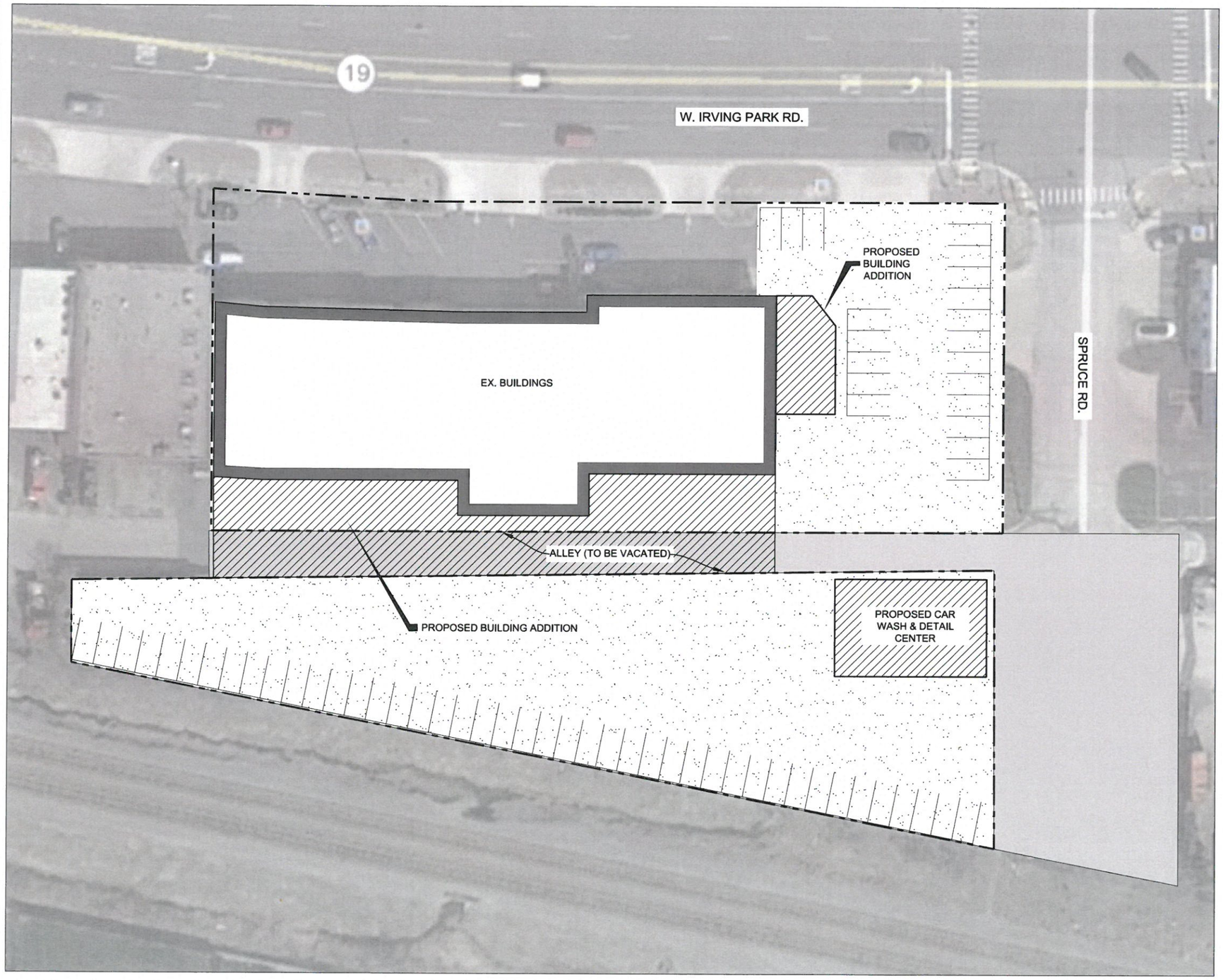
EXISTING CONDITIONS PLAN

SHEET NUMBER

1

OF 2

J:_projects\170118 - ohare auto body - bensenville, il\03 - drawings\dwg\exhibits\site location map, 170118, 10/4/2017 5:08:55 PM



0 20 40 FT
SCALE: 1"=20'

LEGEND

- EXISTING BUILDING
- NEW BUILDING/BUILDING ADDITION
- VILLAGE OF BENSENVILLE ALLEY TO BE VACATED AND PROPERTY TO BE CONVEYED
- ASPHALT PARKING LOT

3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
P: 630.852.9007
M: 630.512.2047
GHORE15@CAGECIVIL.COM

CAGE CIVIL ENGINEERING

REVISIONS △

O'HARE AUTO BODY

1316 W. IRVING PARK RD.
BENSENVILLE, IL

PROJ NO: 170118
ENG : AMS
DATE : 10-04-17
SCALE: 1"=20'

SHEET TITLE
CONCEPTUAL SITE PLAN

SHEET NUMBER
2
OF 2

I:_projects\170118 - ohare auto body - bensenville, il\03 - drawings\dwg\exhibits\conceptual site plan_170118 10/10/2017 10:52:50 AM