### Village Board

Village President Frank DeSimone

#### Trustees

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

Village Clerk Nancy Quinn

Village Manager Evan K. Summers



## Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA <u>6:30 PM October 24, 2017</u>

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
  - 1. October 10, 2017 Village Board Meeting Minutes

#### VI. WARRANT

1. Warrant report 10-24-2017 17/18 \$1,571,737.66

#### VII. CONSENTAGENDA - CONSIDERATION OF AN "OMNIBUS VOTE"

- 1. A Resolution Authorizing the Execution of a License Agreement with The Sin Bin Hockey Shop, Inc.
- 2. Resolution Authorizing the Execution of a Franchise Agreement with Level 3 Communications, LLC to install Telecommunications within the Village of Bensenville Right-of-Way
- 3. Ordinance Rezoning 514 East Pine Avenue from RM-1 to RS-5 for the Applicant, Village of Bensenville
- 4. Resolution Establishing Guidelines and Procedures for the 2017-2018 Senior / Disabled Snow Removal Program
- 5. Resolution Authorizing the Execution of a Contract with Carrera Landscaping for the Senior / Disabled Snow Removal Program.
- 6. Resolution Authorizing the Execution of a Contract with Sean Milnes (dba CTS Services, LLC) for the Senior / Disabled Snow Removal Program
- 7. Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Snow Removal Program.

- 8. Resolution Authorizing the Execution of a Contract with TMW Enterprises for the Senior / Disabled Snow Removal Program
- 9. Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the Senior / Disabled Snow Removal Program
- 10. Resolution Authorizing the Execution of a Contract with DiNatale Construction for the Senior / Disabled Snow Removal Program
- 11. Resolution Authorizing the Execution of a Contract with Green Horizon Landscaping, LLC for the Senior / Disabled Snow Removal Program
- 12. Resolution Authorizing the Approval of a Purchase Order to Display Sales for the Purchase of Seasonal Decorations in the Amount of \$19,870.
- 13. 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.
- 14. Ordinance Adopting Changes to the Façade Improvement Program
- 15. 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
- 16. Resolution Authorizing Payment to Ex-Stink Plumbing of Fox Lake, Illinois for the Emergency Repair of a Sanitary Sewer at 517 W. Green in the Not-to-Exceed Amount of \$15,000
- 17. Resolution 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
- 18. A Resolution Establishing the Tax Levy Estimate in the Amount of \$5,280,588 for 2017 Per the Truth in Taxation Act
- 19. 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
- 20. 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
- 21. 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
- 22. 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
- 23. 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
- 24. 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
- 25. 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

- 26. 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
- 27. 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
- 28. 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
- 29. 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
- 30. 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
- 31. 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
- 32. 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
- 33. Resolution Adopting the 2018 Meeting Schedules for the Village of Bensenville

#### VIII. REPORTS OF VILLAGE DEPARTMENTS

- A. Administration No Report
- B. Community and Economic Development No Report
- C. Finance No Report
- D. Police Department No Report
- E. Public Works
  - 1. Resolution Authorizing the Execution of a Contract with Patrick Engineering for the Removal of the Underground Storage Tank (UST) at the WWTP in a Not to Exceed amount of \$27,250
- F. Recreation No Report

#### IX. <u>REPORTS OF VILLAGE OFFICERS:</u>

- A. PRESIDENT'S REMARKS:
  - 1. Announcement of the Halloween Home Decorating Contest Winners
- B. VILLAGE MANAGER'S REPORT:
- C. VILLAGE ATTORNEY'S REPORT:
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
- XII. EXECUTIVE SESSION

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

### XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

<u>Minutes</u>

<u>Corey Williamsen</u>

TYPE: SUBMITTED BY: DEPARTMENT: Village Clerk's Office

DATE: October 24, 2017

**DESCRIPTION:** 

October 10, 2017 Village Board Meeting Minutes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_ **COMMITTEE ACTION:** DATE: **BACKGROUND: KEY ISSUES: ALTERNATIVES: RECOMMENDATION: BUDGET IMPACT: ACTION REQUIRED:** ATTACHMENTS:

**Description** DRAFT\_171010\_VB

<u>Upload Date</u> 10/18/2017

<u>Type</u> Cover Memo

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

### MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING October 10, 2017

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

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

Jaworska, Lomax, Panicola, Perez

Absent: Carmona, Franz

A quorum was present.

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

### PUBLIC COMMENT: Jack Potenz – 428 South Marion Street, Bensenville, Illinois Mr. Potenz addressed the Village Board regarding his neighbors property. Mr. Potenz stated the property is being rented and the tenant was stealing from Mr. Potenz's property. Mr. Potenz stated a police report was completed and he didn't feel enough was done. Mr. Potenz asked for stricter regulations for renting property in Bensenville. Village Manager, Evan Summer, stated the Village was limited with what they can require for rental properties because the Village is Non Home-Rule. Mr. Summers explained they Village currently requires rented properties to be registered with the Village and annual inspection occur. Mr. Summers asked Staff to reach out to Mr. Potenz regarding his concerns.

## APPROVAL OF MINUTES:

Motion:

3. The September 26, 2017 Village Board Meeting minutes were presented.

Trustee Lomax made a motion to approve the minutes as presented. Trustee Panicola seconded the motion.

All were in favor. Motion carried.

WARRANT NO. 17/17:	4.	President DeSimone presented <u>Warrant No. 17/17</u> in the amount of \$1,349,113.85.
Motion:		Trustee Jaworska made a motion to approve the warrants as presented. Trustee Perez seconded the motion.
ROLL CALL:		AYES: Jaworska, Lomax, Panicola, Perez
		NAYS: None
		All were in favor. Motion carried.
PRESIDENT'S REMARKS:		President DeSimone announced there is currently a link on the Village's website for the fly quiet survey. President DeSimone strongly encourages all residents to take the survey.
		President DeSimone provided an updated regarding the car seat event with the Bensenville Chamber of Commerce on October 14 <sup>th</sup> . President DeSimone announced the event has reached full capacity but that there will be other events in the near future and encourages interested Residents to contact Village Hall for additional information.
		President DeSimone announced the Village is finalizing a new cost sharing program to assist seniors with snow removal.
		Director of Public Works, Joe Caracci, announced the Village mailed 623 letters last week to eligible seniors who currently receive a discount on their water bills. Mr. Caracci stated the mailing reviewed terms of the program and the different options available. Mr. Caracci stated each option will cost the homeowner \$15 per event. Mr. Caracci stated the Village will retain an independent contractor to perform the work. Mr. Caracci stated the program will be for 3" of snow or more and there will be no salt spreading. Mr. Caracci stated billing to the homeowners will be done by Village Staff on a monthly basis. Mr. Caracci stated the Village's code allows for contractor work to be performed between the hours of 7:00am – 7:00pm. Mr. Caracci asked for direction form the Village Board regarding possibly eliminating hours of operation for this program.

	President DeSimone stated he understands that this is a new program that will provide issues on a case by case basis. President DeSimone stated he would prefer to keep the hours in place but would be willing to waive the hours and work things out on a case by case basis.
MANAGERS REPORT:	Village Manager, Evan Summers, announced this is the last week for fly quiet and that on Sunday, operations at O'Hare will return to normal.
	Mr. Summers reminded residents of the skunk removal program that is available for a discount to Residents. Mr. Summers stated information can be found on the Village's website.
	Mr. Summers remained all of the IDOT event being held on October 28 <sup>th</sup> along 390. Mr. Summers stated information can be found on the Village's website.
VILLAGE ATTORNEY REPORT:	Village Attorney, Joseph Montana, had no report.
EXECUTIVE SESSION:	Village Attorney, Joseph Montana, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation and the review of Executive Session minutes. Actions will take place as a result of the discussions.
Motion:	Trustee Perez made a motion to recess the meeting and go into executive session. Trustee Panicola seconded the motion.
	All were in favor. Motion carried.
	President DeSimone recessed the meeting at 6:452 p.m.
	President DeSimone called the meeting back to order at 7:01 p.m.
ROLL CALL:	Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:
	Jaworska, Lomax, Panicola, Perez
	Absent: Carmona, Franz
	A quorum was present.

Resolution No. <u>R-115-2017:</u>	5.	President DeSimone gave the summarization of the action contemplated in Resolution No. <u>R-115-2017</u> entitled a Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing the Settlement of a Workers' Compensation Claim Number 12 WC 35765.
		There were no questions from the Village Board.
Motion:		Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.
ROLL CALL:		AYES: Jaworska, Lomax, Panicola, Perez
		NAYS: None
		All were in favor. Motion carried.
Resolution No. <u>R-116-2017:</u>	6.	President DeSimone gave the summarization of the action contemplated in Resolution No. <u>R-116-2017</u> entitled a Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing an Agreement for the Elimination of the position of Administrative Assistant in the Community and Economic Development Department.
		There were no questions from the Village Board.
Motion:		Trustee Lomax made a motion to approve the resolution as presented. Trustee Perez seconded the motion.
ROLL CALL:		AYES: Jaworska, Lomax, Panicola, Perez
		NAYS: None
		All were in favor. Motion carried.
Resolution No. <u>R-117-2017:</u>	7.	President DeSimone gave the summarization of the action contemplated in Resolution No. <u>R-117-2017</u> entitled a Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing an Agreement for the Elimination of the position of Assistant to the Public Works Director.

There were no questions from the Village Board.

Motion:	Trustee Lomax made a motion to approve the resolution as presented. Trustee Jaworska seconded the motion.
ROLL CALL:	AYES: Jaworska, Lomax, Panicola, Perez
	NAYS: None
	All were in favor. Motion carried.
ADJOURNMENT:	Trustee Panicola made a motion to adjourn the meeting. Trustee Jaworska seconded the motion.
	All were in favor. Motion carried.
	President DeSimone adjourned the meeting at 7:03 p.m.

TYPE: Warrant SUBMITTED BY: Lei Wesolowski DEPARTMENT: Finance DATE: 10-24-2017

DESCRIPTION:

Warrant reports 10-24-2017 17/18 \$1,571,737.66

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

**COMMITTEE ACTION:** 

DATE:

BACKGROUND:

**KEY ISSUES**:

ALTERNATIVES:

**RECOMMENDATION:** 

**BUDGET IMPACT:** 

**ACTION REQUIRED:** 

Approve Warrant reports 10-24-2017 17/18 \$1,571,737.66

#### ATTACHMENTS:

**Description** 

Warrant reports 10-24-2017 17/18 \$1,571,737.66

<u>Upload Date</u> 10/18/2017 <u>Type</u> Backup Material

# VILLAGE OF BENSENVILLE WARRANT 17/18 October 24, 2017

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

EVAN K SUMMERS VILLAGE MANAGER

AMIT THAKKAR DIRECTOR OF FINANCE

Approved by the Board of Trustees on October 24, 2017 hereby authorizing the Director of Finance to disburse <u>\$1,571,737.66</u> the accounts indicated in the attached report.

NANCY QUINN VILLAGE CLERK

FRANK DESIMONE VILLAGE PRESIDENT



INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
A & A EQUIPMI 2691	ENT & SUPPLY CO.								
122946	BINDER RATCHET, HYDRANT ADAP	T' BENSENVILLE	20173505	10/18/2017	51050540-552520	PW	WATER MAIN PARTS	\$102.95 <b>102.95</b>	0
A & B RELIABL 99	E PLUMBING INC							102.00	
6912-35410	BOND REFUND			11/08/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00 <b>180.00</b>	0
A C S ENTERP 505	RISES INC							100.00	
174267	AIR FILTERS	CHICAGO	20173496	11/05/2017	11050440-542110	PW	R&M BUILDING	\$613.85	0
ACTION HEALT 9	н							613.85	
100417	REPAIR DAMAGED TO THE SPRINGL	.1		11/09/2017	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$298.00 <b>298.00</b>	0
ADDISON BUIL 3628	DING MATERIAL CO.								
865300	EDGE DOORS PROJECT CIP	ARLINGTON F	20173550	10/21/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$718.62	0
865993	EDGE DOORS PROJECT CIP	ARLINGTON F	20173550	11/01/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$1,948.43	0
865994	YORK LIFT STATION PARTS/SUPPLIE	ARLINGTON F	20173513	11/01/2017	51050560-542310	PW	<b>R&amp;M MATERIALS &amp; EQUIPMENT</b>	\$821.79	0
866232	EDGE DOORS PROJECT CIP	ARLINGTON F	20173550	11/03/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$732.90	0
								4,221.74	
ADVANCE AUT	0								
254225191	CREDIT ON ACCOUNT	BENSENVILLE		07/02/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$-20.00	0
258340174	CREDIT ON ACCOUNT	BENSENVILLE		07/28/2017	51050570-542410	PW	R&M VEHICLES	\$-11.25	0
264644998	CREDIT ON ACCOUNT	BENSENVILLE		09/06/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$-20.10	0
7366727652327	PARTS FOR AC FOR VEHICLE 550	BENSENVILLE	20173524	11/02/2017	11060640-542410	CD	R&M VEHICLES	\$151.75	0
8751723525504	CREDIT ON ACCOUNT	BENSENVILLE		08/23/2017	11050420-542410	PW	R & M VEHICLES	\$-18.39	0
8751726970576	CREDIT RETURN	BENSENVILLE		09/26/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$-2.31	0
8751727270687	CREDIT RETURN	BENSENVILLE		09/29/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$-10.85	0
8751727537416	BAND WRENCH	BENSENVILLE	20173500	11/01/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$6.64	0
8751727570720	OIL ABSORBENT 40LB	BENSENVILLE	20173500	11/01/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$19.96	0
8751727570755	HD FUEL FILTER	BENSENVILLE	20173500	11/01/2017	11050430-542410	PW	R&M VEHICLES	\$16.80	0
8751727770821	MINI BULB-LONG LIFE	BENSENVILLE	20173500	11/03/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$8.70	0
8751727770831	FILTERS #278	BENSENVILLE	20173500	11/03/2017	11050420-542410	PW	R & M VEHICLES	\$60.51	0
8751727770832	HIGH PERF,LUBE FILTERS #278	BENSENVILLE	20173500	11/03/2017	11050420-542410	PW	R & M VEHICLES	\$21.36	0

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## EXPENDITURE APPROVAL LIST

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								202.82	
AFLAC									
980 SEPT 2017	AFLAC - SEPT 2017	COLUMBUS	20173371	11/12/2017	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$1,327.32	9004722
02112017	74 B 10 0E1 12017	COLOMBOO	20110011					1,327.32	
AFSCME									
3105									
100617	MVP NATL PEOPLE PR WH 10/6/17		20173445	11/05/2017	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$16.80	9004719
								16.80	
12656	OTHERS CORP.HEALTH S								
636117	PANEL RAPID DRUG SCREEN	CHICAGO	20173552	11/01/2017	11020130-541210	AD	PHYSICAL EXAMS	\$96.00	0
636974	PANEL RAPID DRUG SCREEN	CHICAGO	20173552	11/01/2017	11020130-541210	AD	PHYSICAL EXAMS	\$227.00	0
638396	PANEL RAPID DRUG SCREEN	CHICAGO	20173552	11/04/2017	11020130-541210	AD	PHYSICAL EXAMS	\$268.42	0
								591.42	
AMERIBUILD	& RESTORATION INC								
7451-16509	BOND REFUND			11/10/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
7497-16509	BOND REFUND			11/10/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
7515-16509	BOND REFUND			11/10/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00 <b>210.00</b>	0
AMERICAN CO	ONSERVATION & BILLING							210.00	
1262									
7461	AQUAHAWK-11/01-12/01/17	COLORADO S	20173490	10/31/2017	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
AMERICAN RE	ED CROSS								
3665	LIFEGUARD TRAINING FOR ANNETT		20173534	10/27/2017	11070760-521110	SF	MEMBERSHIP DUES	\$35.00	0
22051527	LIFEGUARD TRAINING FOR ANNETT	CHICAGO	20173534	10/27/2017	110/0700-521110	SF	MEMBERSHIP DOES	35.00 35.00	0
ANDERSON L	оск со.								
6304									
955397	CYLINDER CHANGE, STANDARD CUT	DES PLAINES	20173516	11/02/2017	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$63.90	0
955592	SUPER 48 BAK CLIP ON	DES PLAINES	20173516	11/03/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$12.80	0
								76.70	
AQUA PURE E 11330	NTERPRISES								
10906	PURCHASE OF CHEMICALS FOR THE	ROMEOVILLE	20173471	10/21/2017	11070760-554120	SF	CHEMICALS	\$626.60	0
10300	TORONAGE OF ONEMICAED FOR THE		20110411	10/2 1/2017			C. L. MICALO	626.60	5

### FOR CHECKS DATED: 10/24/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ARTHUR J. GA 12620	LLAGHER RMS, INC.								
1952912	COMMERCIAL PACKAGE - INSTALLM	E CHICAGO	20173419	08/16/2017	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$41,850.00	0
1988658	AUTOMOBILE - INSTALLMENT #4	CHICAGO	20173419	08/16/2017	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$5,828.00	0
1990519	EXCESS LIABILITY - INSTALLMENT #		20173419	08/16/2017	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$9,921.00	0
1000010								57,599.00	
ASG STAFFING	INC								
1032									
107294	MARIO ESTRADA SALARY - REDMON	BENSENVILLE	20173527	10/23/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
107432	MARIO ESTRADA SALARY - REDMON	BENSENVILLE	20173528	10/30/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
107603	MARIO ESTRADA SALARY - REDMON	BENSENVILLE	20173528	11/06/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
								2,155.20	
ASSURANCE F	IRE & SAFETY INC								
137									
7005	RECERT/RECHARGE 1 FIRE EXTING	WOOD DALE	20173461	11/04/2017	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$41.50	0
								41.50	
AUSTIN BANK	OF CHICAGO								
1338									
100617	FEDERAL, SOCIAL SECURITY, MEDICA	1	20173476	11/05/2017	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$46,120.60	9004725
100617	FEDERAL, SOCIAL SECURITY, MEDIC/	t.	20173476	11/05/2017	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$27,128.27	9004725
100617	FEDERAL, SOCIAL SECURITY, MEDICA	1	20173476	11/05/2017	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,290.46	9004725
								83,539.33	
BARBA, JACK									
2620									
1116199	REIMB-JACK & ZOE TRADING CARDS	BENSENVILLE	20173465	11/01/2017	11040341-571110	PD	PROGRAMS	\$221.00	0
								221.00	
BATTERY SERV	VICE CORPORATION								
2716									
0028645	BATTERIES	BENSENVILLE	20173506	10/14/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$94.40	0
0028708	BATTERIES	BENSENVILLE	20173506	10/15/2017	11050110-542410	PW	R&M VEHICLES	\$100.95	0
								195.35	
BAXTER & WOO 2717	ODMAN, INCORPORATE								
0193949	NON-COMPLIANCE-DOUMAK	CRYSTAL LAK	20172764	08/30/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$7,035.47	0
0193950	NON-COMPLIANCE-PIE PIPER	CRYSTAL LAK	20172764	08/30/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$1,152.50	0
0194676	PRETREATMENT ASSISTANCE	CRYSTAL LAK	20173547	10/22/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$9,835.32	0
(1999-1997) - 2079-1979)	19 - 1943 19 - 1943 19 19 19 19 19 19 19 19 19 19 19 19 19							18,023.29	

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FOR CHECKS DATED: 10/24/2017

				NO DAIL	D. 10/24/2011				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BELLA BREW ( 11021	COFFEE & BEVERAGE (								
59394	COFFEE	ALSIP	20173433	10/29/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$59.50	0
59394	COFFEE	ALSIP	20173433	10/29/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$59.50	0
								119.00	
BENSENVILLE	ARTS COUNCIL								
2723									
2017-2018	ANNUAL FUNDING CONTRIBUTION-2	BENSENVILLE	20173548	11/03/2017	11010010-571010	FN	INTERGOV'T PROG/CONTRIB.	\$3,000.00	0
								3,000.00	
BENSENVILLE	POSTMASTER								
2622									
OCT 2017	UB MAILING OCT 2017	BENSENVILLE	20173443	11/03/2017	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,024.00	9004723
								2,024.00	
BOLINGER LAC	CH & ASSOCIATES INC								
281									
18713-6	R-139-16 ENG SERV STP-TCM PROJ	ITASCA	20171419	10/30/2017	31080810-536510	PW	ENGINGEERING SERVICES	\$30,416.34	0
18713-6	R-139-16 ENG SERV STP-TCM PROJ	ITASCA	20171419	10/30/2017	31080860-536510	PW	ENGINGEERING SERVICES	\$13,035.57	0
								43,451.91	
BOND DICKSO	N & ASSOCIATES, P.C								
97									
15845	LEGAL SERVICE-LEGAL LEGISLATIVE	WHEATON	20173434	11/04/2017	11020120-533110	AD	LEGAL SERVICES	\$962.46	0
15846	LEGAL SERVICE-ATTORNEY REIMBU	WHEATON	20173434	11/04/2017	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$2,090.50	0
								3,052.96	
BRIGHT DIREC	TIONS								
683									
100617	BRIGHT DIRECTIONS PR WH 10/6/17	LINCOLN	20173441	11/05/2017	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAF	\$200.00	9004718
								200.00	
CALL ONE									
512									
1212237-1017	PHONE SERVICE FROM 10/15-11/14/1	BEDFORD PAI	20173558	11/14/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$3,463.00	0
								3,463.00	
CAREY'S HEATI	ING & AIR CONDITIONII								
1302									
60019	PERFORMED PREVENTIVE MAINTEN	TINLEY PARK	20173453	10/18/2017	11040110-542110	PD	R&M BUILDING	\$1,175.00	0
								1,175.00	
CDS OFFICE TE	CHNOLOGIES								
684									
INV1112715	COPIER LEASE FROM 10/01-10/31/17	SPRINGFIELD	20173489	11/08/2017	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,729.20	0

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## EXPENDITURE APPROVAL LIST

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								1,729.20	
CED									
401	INLINE FUSE.INSULATIONG BOOT.M		20173495	10/18/2017	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$414.84	0
1028-551456	INLINE FUSE, INSULATIONG BOOT, MI	DEINSEINVILLE	20173495	10/10/2017	11030420-332070		MATERIAL SOFT EIGHTS	414.84	0
CHARLES EQU	IPMENT ENERGY SYST								
714									
4228	RED OAK LF SERVICE	ELK GROVE V	20173499	11/02/2017	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$436.50	0
								436.50	
CHASE MANHA 12098	ITAN BANK								
	S MOVIE RENTAL FEE"AMERICAN ASS	BROOKLYN	20173542	11/11/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$165.68	0
								165.68	
CHICAGO CAN	COMPANY								
386	PINT/GALLON CANS/K-9 TRAINING	NAPLES	20173463	11/01/2017	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$262.60	0
5418	PINT/GALLON CANS/R-9 TRAINING	NAFLES	20175405	11/01/2017	11040300-331110	10	MATERIALO/COTT ELEC-ADMIN	262.60	Ū
CHRISTOPHER	B BURKE ENGINEERIN								
2738									
139103	PROFESSIONAL SERVICES-BO JACK	ROSEMONT	20173555	11/05/2017	33480890-532100	FN	PROFESSIONAL SERVICES	\$238.75	0
								238.75	
940	BER & COMPANY								
46585	GATEWAY SIGN-SCOPE & PROPOSA	CHICAGO	20173559	11/02/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$7,000.00	0
								7,000.00	
CIVITECH ENGI	NEERING INC								
<b>454</b> 45865	R-146-15 DESIGN CHURCH RD-RECO	ITASCA	20170129	10/11/2017	31080810-536513	PW	ENG SVC - DESIGN	\$379.01	0
45866	R-20-217 CHURCH RD TAP PHASE I	ITASCA	20171007	10/11/2017	31080810-536513	PW	ENG SVC - DESIGN	\$1,073.36	0
45917	R-62-17 CIVILTECH ENG SERV DOWN	ITASCA	20172476	11/08/2017	31080810-536510	PW	ENGINGEERING SERVICES	\$37,278.00	0
								38,730.37	
COMCAST									
<b>12216</b> 0001924-1017	COMCAST CABLE PUBLIC WORKS	SOUTHEASTE	20170039	10/21/2017	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.63	0
0001924-1017	SERVICE FROM 10/10-11/09/17-735 E		20170039	11/03/2017	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$185.50	0
0003318-1017	SERVICE FROM 10/05-11/04/17-735 E		20170005	10/31/2017	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$189.95	0
0421918-1017	SERVICE FROM 09/12-10/11/17-345 E		20173377	10/05/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$244.85	9004716
0421918-1017	SERVICE FROM 09/12-10/11/17-345 E	SOUTHEASTE	20173377	10/05/2017	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$192.42	9004716

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## EXPENDITURE APPROVAL LIST

			FOR CHEC	NO DAIE	D: 10/24/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								825.35	
COMMONWEAL	TH EDISON								
0017128059-0917	SERVICE FROM 08/29-09/27/17-649 S	CAROL STRE	/ 20173430	10/28/2017	51050560-541370	PW	ELECTRICITY/GAS	\$66.01	0
0039041051-0917	SERVICE FROM 08/28-09/26/17-981 S	CAROL STRE	20173430	10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$48.15	0
0192006072-0917	SERVICE FROM 08/28-09/26/17-596 D	CAROL STRE	/ 20173430	10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$58.01	0
0225142110-0917	SERVICE FROM 08/28-09/26/17-LITE	4 CAROL STRE	/ 20173430	10/26/2017	11050420-541370	PW	ELECTRICITY	\$82.56	0
0255029237-0917	SERVICE FROM 08/25-09/25/17-1327	CAROL STRE	20173430	10/25/2017	11050420-541370	PW	ELECTRICITY	\$70.33	0
0327113039-0917	SERVICE FROM 08/28-09/26/17-111 W	CAROL STRE	20173430	10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$58.69	0
0355160164-0917		CAROL STRE	20173430	10/28/2017	11050420-541370	PW	ELECTRICITY	\$91.52	0
0535014110-0917		CAROL STRE	20173430	10/26/2017	11050420-541370	PW	ELECTRICITY	\$89.26	0
0704031005-0917				10/27/2017	11050420-541370	PW	ELECTRICITY	\$15.95	0
1251065087-0917				10/26/2017	51050560-541370	PW	ELECTRICITY/GAS	\$32.40	0
1347056232-0917				10/29/2017	11050420-541370	PW	ELECTRICITY	\$43.45	0
	SERVICE FROM 08/25-09/25/17-313 N			10/26/2017	51050560-541370	PW	ELECTRICITY/GAS	\$51.40	0
	SERVICE FROM 08/28-09/26/17-7070 .			10/27/2017	11070720-541370	SF	ELECTRICITY	\$31.76	0
	SERVICE FROM 08/28-09/26/17-247 W			10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$85.10	0
1823023053-0917				10/28/2017	51050560-541370	PW	ELECTRICITY/GAS	\$47.94	0
	SERVICE FROM 08/29-09/27/17-482 P			10/28/2017	51050560-541370	PW	ELECTRICITY/GAS	\$45.12	0
2247084011-0917				10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$74.75	0
2727064040-0917				10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$43.67	0
	SERVICE FROM 08/28-09/26/17-CONT			10/26/2017	11050420-541370	PW	ELECTRICITY	\$202.15	0
	SERVICE FROM 08/28-09/26/17-833 E			10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$52.76	0
	SERVICE FROM 08/28-09/26/17-OS JE			10/27/2017	11070720-541370	SF	ELECTRICITY	\$65.70	0
4548117053-0917	SERVICE FROM 09/01-09/26/17-STRE			10/26/2017	11050420-541370	PW	ELECTRICITY	\$39.04	0
	SERVICE FROM 08/30-09/28/17-MAST			10/29/2017	11050420-541370	PW	ELECTRICITY	\$428.63	0
	SERVICE FROM 08/28-09/26/17-MAIN			10/26/2017	11050420-541370	PW	ELECTRICITY	\$11.03	0
6890140008-0917				10/27/2017	51050560-541370	PW	ELECTRICITY/GAS	\$25.20	0
6974152028-0917				10/26/2017	51050550-541370	PW	ELECTRICITY/GAS	\$43.13	0
	SERVICE FROM 07/28-08/28/17-302 W			09/28/2017	11040341-577121	PD	TEEN CENTER	\$221.42	0
	SERVICE FROM 08/28-09/26/17-302 W			10/27/2017	11040341-577121	PD	TEEN CENTER	\$148.07	0
1038030011-0311		0,1102011(2)	20110101					2,273.20	
COMMUNICATIO	ONS SUPPLY CORP.							_,	
3844									
	GPS ANTENNA FOR MOHAWK PARK	CHICAGO	20173356	11/04/2017	31080890-596000	PW	CAPITAL CONSTRUCTION	\$136.76	0
056692	GES ANTEININA FOR INIONAVIR PARK	UNICAGO	20170000	110-12017	0.00000000000000			136.76	Ū
								100.10	
COPLA PARTNE	RS LLU								
3206			00/70/55	00/04/0047	11010000 510110	00		¢409.00	0
105814	2017 ANNUAL SOFTWARE LEASE	CHANDLER	20173455	03/31/2017	11040360-548110	PD	RENTAL & LEASE-EQUIPMENT	\$408.00	U

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## EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 10/24/2017

			I OR OHEC	NO DAIL	D. 10/24/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								408.00	
CORE & MAIN	LP								
12655									
H879589	R-132-16 HYDRANT & WATER MAIN F	P. ST LOUIS	20170020	11/01/2017	51050540-552520	PW	WATER MAIN PARTS	\$3,454.92	0
H879615	R-132-16 HYDRANT & WATER MAIN F	P. ST LOUIS	20170020	11/01/2017	51050540-552520	PW	WATER MAIN PARTS	\$2,875.00	0
H893351	R-132-16 HYDRANT & WATER MAIN F	ST LOUIS	20170020	11/04/2017	51050540-552520	PW	WATER MAIN PARTS	\$881.83	0
H893412	R-132-16 HYDRANT & WATER MAIN F	P. ST LOUIS	20170020	11/02/2017	51050540-552520	PW	WATER MAIN PARTS	\$289.41	0
H893671	R-132-16 HYDRANT & WATER MAIN F	P. ST LOUIS	20170020	11/02/2017	51050540-552520	PW	WATER MAIN PARTS	\$394.30	0
H911159	R-132-16 HYDRANT & WATER MAIN F	ST LOUIS	20170020	11/04/2017	51050540-552520	PW	WATER MAIN PARTS	\$695.00	0
								8,590.46	
DAVIS INSTRU	IMENTS								
7219									
1273152	DRAGER PAC 3500 SINGLE-GAS MO	HAYWARD	20173279	11/01/2017	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$972.35	0
1210102								972.35	
	DEN FINANCIAL SERVIC								
983	DENTIMANOIAE SERVIS								
	COPIER PRINTER LEASE FROM 10/0		20170104	11/06/2017	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$429.00	0
56425779	COPIER PRINTER LEASE PROM 10/0	WATNE	20170104	11/00/2017	11020100-040110			429.00	0
	2							429.00	
DESALVO, BO	В								
99									-
7470-18324	BOND REFUND			11/04/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
DICKAL LLC									
99									
7469-203476	BOND REFUND			11/04/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
DUKES OIL SE	RVICE, INC								
4793									
84097	RECLAIM WASTE OIL	BENSENVILLE	20173514	11/01/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$50.00	0
								50.00	
ENGINEERING	RESOURCE ASSOCIATI								
613									
140314.15	R21-14 COMPLIANCE DCSFO	WARRENVILL	20170136	10/29/2017	51280850-596000	PW	CAPITAL CONSTRUCTION	\$813.75	0
170515.03	R-54-17 GEORGE ST BYPASS STORM		20171997	10/29/2017	31080860-536513	PW	ENG SVC - DESIGN	\$4,015.57	0
170516.01	R-55-17 REDMOND RESERVOIR EXPA			10/29/2017	31080860-536513	PW	ENG SVC - DESIGN	\$3,310.87	0
170010.01			20111000		0.000000000000000			8,140.19	0
	N PRINTING AND EMPR							0,140.15	

EXCEL SCREEN PRINTING AND EMBR

1205

### FOR CHECKS DATED: 10/24/2017

			ON ONEO	NO DAIL	D. 10/24/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	O NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
189237	#5 PORT AUTHORITY GLACIER SOFT	SCHILLER PAI	20173460	11/03/2017	11040340-554810	PD	UNIFORMS - PURCHASE	\$216.60 <b>216.60</b>	0
FAITH COMMU 99									
7126-205398	BOND REFUND			11/10/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00 <b>180.00</b>	0
FERAL FIXERS	NFP							100.00	
<b>13044</b> 17-9262	TNR PROGRAM FOR CATS	LOMBARD	20173474	09/30/2017	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$132.00 <b>132.00</b>	0
FIRST TRANSIT 9327	INC .								
55450092017	R-137-16 DIAL-A-BUS SERVICE-SEPT	CHICAGO	20170017	11/02/2017	11050118-549990	PW	OTHER CONTRACTUAL SERVICE	\$21,822.18 <b>21,822.18</b>	0
FLORIAN, YUSI 99	EF								
7532-36735	BOND REFUND			11/05/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00 <b>180.00</b>	0
FOOT STONE IN	NC							100.00	
<b>1139</b> 2017-VOB-03	R-58-15 HERRITAGE SQ BASIN RES	GLENVIEW	20170130	10/31/2017	37480890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$1,237.50 <b>1,237.50</b>	0
FOREMOST PR 1404	OMOTIONS							.,	
410361	250 CREDIT CARD PROTECTORS SLI	MOORESTOW	20173464	10/29/2017	11040341-574410	PD	PREVENTION EDUCATION	\$258.27 <b>258.27</b>	0
	DS & ENGRAVING							200.21	
<b>10846</b> 82834	NOTARY STAMPS-GARY FERGUSON,	WOOD DALE	20173440	11/02/2017	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$46.70 <b>46.70</b>	0
FUL LIFE LLC								40.10	
<b>355</b> 37365	CALIBRATION SERVICE, WWTP	ROSELLE	20173494	11/04/2017	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$77.50 <b>77.50</b>	0
FULTON TECHN 3925	IOLOGIES INC								
<b>3925</b> 4233	SIREN SYSTEM MONITORING-09/01/1	ROSELLE	20173480	10/18/2017	11020190-542510	AD	R&M COMMUNICATIONS SYSTEM	\$381.92	0

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## EXPENDITURE APPROVAL LIST

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								381.92	
G & K SERVIC 10180	ES								
6058590015	CLEANING FLOOR MATS-545 S JOHI		A 20173470	07/26/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$47.58	0
6058604356	CLEANING FLOOR MATS-545 S JOH			08/23/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$52.33	0
6058618633	CLEANING FLOOR MATS-545 S JOH			09/20/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$52.33	0
6058625770	CLEANING FLOOR MATS-735 E JEFF		20173470	10/04/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$48.90	0
6058636376	CLEANING FLOOR MATS-717 E JEFF			10/25/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$51.08	0
6058639911	CLEANING FLOOR MATS-545 S JOHN			11/01/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$66.04	0
6058639913	CLEANING FLOOR MATS-735 E JEFF		20173470	11/01/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$135.32	0
6058643425	CLEANING FLOOR MATS-VLG HALL	MINNETONKA	20173491	11/08/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$151.12	0
6058643430	CLEANING FLOOR MATS-717 E JEFF	E MINNETONKA	20170037	11/08/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$51.08	0
								655.78	
GALLS, AN AF	RAMARK COMPANY								
11221									
008386077	WATER REPELLENT JOB SHIRT	CHICAGO	20173311	10/28/2017	11020190-554810	AD	UNIFORMS-PURCHASE	\$510.93	0
								510.93	
GARVEY'S OF	FICE PRODUCTS								
10111									
PINV1409095	OFFICE SUPPLIES	CAROL STRE	20173357	10/25/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$20.66	0
PINV1409095	OFFICE SUPPLIES	CAROL STRE	20173357	10/25/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$20.66	0
PINV1409095	OFFICE SUPPLIES	CAROL STRE	20173357	10/25/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$26.17	0
								67.49	
GEIB INDUST	RIES								
2833									
532735-001	WATER HOSES	BENSENVILLE	20173507	10/27/2017	51050540-542410	PW	R&M VEHICLES	\$58.33	0
								58.33	
GIS CONSORT	TUM								
1105									
477	SUPPORT FEE	DES PLAINES	20173428	10/30/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$1,755.46	0
								1,755.46	
HELGET GAS	PRODUCTS								
12648									
01230650	RENTAL HELIUM GAS CYLINDERS-TH	OMAHA	20170032	10/30/2017	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$18.00	0
01200000								18.00	
HOME DEPOT	CREDIT SERVICES								
7665									
	CARRIAGE BOLT, GOLD SCREW	LOUISVILLE	20173520	10/28/2017	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$18.87	0
2020427	GANNIAGE BOLI, GOLD SOREW	LOUISVILLL	20110020	10/20/2011	11000440-004010			Q10.07	Ŭ

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
4044522	MET SURFACE RACEWAY 10'-IVORY	LOUISVILLE	20173520	11/05/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$8.05	0
5013195	PRIME DOUG FIR, SCREW, PAINT, BRI	LOUISVILLE	20173520	07/27/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$82.88	0
5030987	OFFICE SUPPLY-WWTP	LOUISVILLE	20173520	11/04/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$47.32	0
7030665	BITS, DEWALT PARTS	LOUISVILLE	20173520	11/02/2017	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$37.46	0
7030666	SM SCREW STNLSS, SMS SDLF DRIL	I LOUISVILLE	20173520	11/02/2017	51080880-596000	PW	CAPITAL CONSTRUCTION	\$19.98	0
9042453	DEWALT 18V BATTERY 2PK	LOUISVILLE	20173483	10/21/2017	11020190-542310	AD	R&M EQUIPMENT	\$119.00	0
HR GREEN INC								333.56	
876									
114639	R-111-15 ELGIN O'HARE PLAN REV	CEDAR RAPI	E 20170152	11/10/2017	31080810-536513	PW	ENG SVC - DESIGN	\$14,632.60	0
								14,632.60	
HVC PLUMBING 950	i, INC								
7545A	146 S JUDSON SEWER TELEVISING	FOX LAKE	20173501	10/13/2017	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$179.00	0
								179.00	
HYGIENE SOLU 678	TIONS INC								
20917	JANITORIAL SERVICE-MARCH 2017	MONTGOMER	20173420	03/31/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$64.50	0
21883	JANITORIAL SERVICE-717 E JEFFERS			10/14/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$58.00	0
22011	JANITORIAL SERVICE-OCT 2017	MONTGOMER		11/11/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$42.00	0
								164.50	
ICMA_RC RETIR	EMENT								
3096			00170177	44/05/0047	11000000 010100	-		<b>*</b> 0 400 00	0001707
10/06/17	ICMA PR WH 10/6/17		20173477	11/05/2017	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$9,400.26	9004727
100617	ICMA-ROTH PR WH 10/6/17		20173444	11/05/2017	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,118.06	9004726
								10,518.32	
ILLCO INC									
1039									
3403655	PURGE TIMER	AURORA	20173457	10/25/2017	11174100-542110	SF	R & M HVAC	\$114.71	0
3403656	BRZE BOOSTER PUMP L/FLG	AURORA	20173457	10/25/2017	11174100-542110	SF	R & M HVAC	\$228.20	0
3404217	30LB CYLINDER OF REFRIGERANT	AURORA	20173458	11/01/2017	11174100-542110	SF	R & M HVAC	\$675.00	0
								1,017.91	
ILLINOIS DEPAR 3098	TMENT OF REVENUE								
100617	IL STATE PR TAX WH 10/6/17	SPRINGFIELD	20173478	11/05/2017	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$16,006.27	9004724
								16,006.27	

ILLINOIS DEPT. OF TRANSPORTATION

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# EXPENDITURE APPROVAL LIST

		г	OK CHEC	NO DATE	D: 10/24/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	O NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
121161	R-2-16 CHURCH RD LAFO CMAQ PRO	SPRINGFIELD	20170701	10/31/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$36,612.98	0
121186	R-153-16 MATCH FUNDS CHURCH RE	SPRINGFIELD	20172488	10/31/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$298,808.25	0
121186	R-153-16 MATCH FUNDS CHURCH RE	SPRINGFIELD	20172488	10/31/2017	31080860-596000	PW	CAPITAL CONSTRUCTION	\$151,131.16	0
								486,552.39	
ILLINOIS DEPT 11804	.OF AGRRICULTURE								
7P003395	INSPECT/CERTIFY SCALES	SPRINGFIELD	20173541	10/27/2017	11040340-542310	PD	R&M EQUIPMENT	\$400.00	0
11 000000								400.00	
ILLINOIS PUBL 1195	IC RISK FUND								
44746	DECEMBER WORKERS COMPENSAT	TINI FY PARK	20173546	11/12/2017	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$22,749.00	0
44740	DECEMBER WORKERS COM EROR	THEETTY	20110010	11/12/2011	11020100 002000			22,749.00	
	L SOCIETY OF ARBORI							,	
10335			20173432	11/05/2017	11050430-521110	PW	MEMBERSHIP DUES	\$180.00	0
2018	ISA MEMBERSHIP/COMPONENT MEN	CHAIVIPAIGN	20173432	11/05/2017	11030430-521110	FVV	MEMBERSHIP DOES	180.00	0
INTOXIMETERS	, INC.							100.00	
573654	10 ROLLS THERMAL PAPER	ST LOUIS	20173535	11/10/2017	11040340-542310	PD	R&M EQUIPMENT	\$-37.25	0
573654	10 ROLLS THERMAL PAPER	STLOUIS	20173535	11/10/2017	11040340-542310	PD	R&M EQUIPMENT	\$43.85	0
0/0001								6.60	
KEILER, TIFFAN	١Y								
99				11/04/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
7283-202024	BOND REFUND			11/04/2017	75000000-220205	CD	DEFOSITS-FERIORMANCE BD RC	70.00	0
KRUMWIEDE R	OOFING CO							70.00	
99									
7473-305965	BOND REFUND			11/10/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
LARSEN ENTER								90.00	
99	TRIBE								
7074-209693	BOND REFUND			11/10/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7074-209095				11110/2011	10000000 220200			180.00	
LAW OFFICES ( 12719	OF JOHN Z TOSCAS								
070217M	RED LIGHT MAIL-INV #070217M	PALOS HEIGH	20173421	08/02/2017	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$150.00	0
070217M 081917M	RED LIGHT MAIL-INV #070217M	PALOS HEIGH	20173423	09/20/2017	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$125.00	0
091017M	RED LIGHT MAIL-INV #091017M	PALOS HEIGH	20173422	10/11/2017	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$150.00	0
03101710	NED LIGHT MALE HAV #001011M								~

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# EXPENDITURE APPROVAL LIST

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
091817M	RED LIGHT MAIL-INV #091817M	PALOS HEIGH	20173324	10/18/2017	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$150.00	0
092217R	RED LIGHT HEARING-INV #092117R	PALOS HEIGH	20173323	10/22/2017	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$325.00	0
101217MD	BUILD/MUNIC HEARING-INV #101217	PALOS HEIGH	20173543	11/12/2017	11040110-533100	PD	LEGAL SERVICES	\$375.00	0
101217T	TOW HEARING-INV #101217T	PALOS HEIGH	20173544	11/12/2017	11040110-533100	PD	LEGAL SERVICES	\$500.00	0
								1,775.00	
LEBAR CONST 99	UCTION MANAGEMENT								
4812-29961	BOND REFUND			11/04/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$250.00 <b>250.00</b>	0
LINDAHL BROT	THERS INC								
338		DENOEN WILLE	00170007	40/00/0017	54050540 550040	DIA		0 4 054 00	0
5699	R-134-16 SAND STONE DELIVERY & [			10/30/2017	51050540-552610	PW	GRAVEL/ASPHALT	\$-1,951.68	0
5699	R-134-16 SAND STONE DELIVERY & [	BENSENVILLE	20170007	10/30/2017	51050540-552610	PW	GRAVEL/ASPHALT	\$2,470.53	0
LITHO PREP								518.85	
9367									
20172123	1000 4 PARTS NCR TOW REPORTS	BENSENVILLE	20173469	11/05/2017	11040110-541160	PD	PRNTG, BINDING & DUPLICAT	\$460.00	0
								460.00	
LRS HOLDINGS	S, LLC								
1434									
173865	RENTAL OF 2 PORTABLE RESTROON	MORTON GRC	20173530	10/28/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$140.00	0
								140.00	
LYNAUGH, JOS	EPH (E)								
1102									
09/17-09/21/17	EXPENSE REIMBURSEMENT	BENSENVILLE	20173427	11/05/2017	51050570-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$248.06	0
								248.06	
MAHER LUMBE	R HARDWARE								
2912									
1710-546751	KEY FOR ELEVATOR ROOM	WOOD DALE	20173508	11/04/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$2.77	0
								2.77	
MANA SEVA MA	NDIR CHURCH								
99									
644-204180	BOND REFUND			11/04/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
MARQUARDT &	BELMONTE P.C.								
127									
			20173545	10/14/2017	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	¢2 005 60	0
3536	LOCAL PROSECUTIONS & ADMIN HE,	WHEATON	20173545	10/14/2017	11020120-555210	AD	LEGAL SERVICES-FROSECUTION	\$3,985.68	0

### FOR CHECKS DATED: 10/24/2017

	HECK	VALLET AAANU LAI
INVOICE # INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AM	IOUNT	W/T/MANUAL CHECK #
MC MASTER-CARR SUPPLY COMPANY		
2917	000 50	
	\$82.56	0
	\$74.84	0
	\$175.51 <b>332.91</b>	0
MCEWEN, GREG & HANNAH		
99   6661-27368 BOND REFUND   11/04/2017 75000000-226283 CD   DEPOSITS-PERFORMANCE BD RC	\$35.00	0
	35.00	
MEADE ELECTRIC COMPANY INC 12050		
683506 TRAFFIC SIGNAL MAINTENANCE-SEF MCCOOK 20170167 10/29/2017 11050420-549990 PW OTHER CONTRACTUAL SERVICE \$	\$811.20	0
	311.20	
MEDINA, JOSE L		
99	¢70.00	0
	\$70.00 <b>70.00</b>	0
MEL'S CAR CARE CENTER		
10199		
	5110.00	0
1	10.00	
MICHAEL T PTAK		
255		
	\$37.75	0
	37.75	
MILLER INDUSTRIAL		
6509		
	149.55	0
	\$18.00	0
	189.00	0
	\$11.69	0
	\$46.74 • <b>14.98</b>	0
MONTY'S BANQUETS		
5630		
	464.00	0
2,46	64.00	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
MOTOROLA									
<b>12800</b> 312327312017	STARCOM 21 RADIO USAGE-09/01-09	CHICAGO	20173325	10/01/2017	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$34.00	0
512527512017	31ARCON 21 RADIO 03AGE-03/01-03	CITICAGO	20170020	10/0 1/2011	11040000-042100	10		34.00	, i i i i i i i i i i i i i i i i i i i
MUNICIPAL GIS	PARTNERS INC								
1080									
3522	R-135-16 GIS CONSORTIUM SERVICE	DES PLAINES	20170012	10/30/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,343.74	0
3522	R-135-16 GIS CONSORTIUM SERVICE	DES PLAINES	20170012	10/30/2017	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,343.74	0
								6,687.48	
NATHANIEL AT	(INS (E)								
<b>1018</b> 09/17-09/21/17	EXPENSE REIMBURSEMENT	BARTLETT	20173424	11/05/2017	51050570-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$307.38	0
55/11-05/21/11								307.38	
NATIONWIDE M	UTUAL INSURANCE CC								
1328									
BD7900690352	NOTARY BOND-REYNOLDS	COLUMBUS	20173319	06/15/2017	11040110-561310	PD	PERMITS & LICENSES	\$50.00	0
								50.00	
NICOR									
2673									
1055780000-0917	SERVICE FROM-08/28-09/26/17-701 W	CAROL STRE	20173355	10/26/2017	51050560-541370	PW	ELECTRICITY/GAS	\$115.17	0
	SERVICE FROM 08/10-09/08/17-302 W		20173321	10/08/2017	11040341-577121	PD	TEEN CENTER	\$25.16	0
2055780000-0917	SERVICE FROM-08/28-09/26/17-701 W	CAROL STRE/	20173355	10/26/2017	51050550-541370	PW	ELECTRICITY/GAS	\$86.08	0
5745557955-0817	SERVICE FROM 08/10-09/08/17-302 W	CAROL STRE/	20173320	10/08/2017	11040341-577121	PD	TEEN CENTER	\$17.08	0
6143740000-0917	SERVICE FROM-08/30-09/28/17-711 E	CAROL STRE/	20173355	10/28/2017	51050570-541370	PW	ELECTRICITY/GAS	\$187.62	0
6864780000-0917	SERVICE FROM-08/28-09/26/17-605 W	CAROL STRE/	20173355	10/26/2017	51050550-541370	PW	ELECTRICITY/GAS	\$32.64	0
7194780000-0917	SERVICE FROM-08/28-09/26/17-130 N	CAROL STRE/	20173355	10/26/2017	51050550-541370	PW	ELECTRICITY/GAS	\$86.08	0
								549.83	
NORENE VACUI	RA								
9								050.00	0
2015/2016	REFUND VEHICLE STICKER FOR SEM			11/11/2017	3100000-420310	FN	VEHICLE LICENSES	\$58.00	0
								58.00	
	AN SAFETY, INC								
1273						-		<b>605 05</b>	0
29327	PW UNIFORMS	BELLE PLAINE		10/08/2017	11050420-554810	PW	UNIFORMS	\$85.68	0
29327	PW UNIFORMS	BELLE PLAINE		10/08/2017	11050430-554810	PW	UNIFORMS-PURCHASE	\$46.23	0
29327	PW UNIFORMS	BELLE PLAINE	20172984	10/08/2017	51050540-554810	PW	UNIFORMS	\$32.34	0
								164.25	

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				NS DATE	D. 10/24/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
NUSSBAUM, W	ENDY								
11879								<b>60 007 00</b>	0
SEPT 2017	SERVICES RENDERED-SEPT 2017	NAPERVILLE	20173485	11/05/2017	11040341-577121	PD	TEEN CENTER	\$6,667.00	0
								6,667.00	
OPEN ROAD FI 598	LMS, LLC								
HOME AGAIN #1	MOVIE RENTAL FEE "HOME AGAIN" V	LOS ANGELES	20173525	10/28/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$209.48	0
HOME AGAIN #2	MOVIE RENTAL FEE "HOME AGAIN" V	LOS ANGELES	20173525	11/04/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$133.34	0
								342.82	
PACTRANS AIR	& SEA INC								
99									
6737-34751	BOND REFUND			11/04/2017	7500000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
PADDOCK PUB	LICATIONS INC								
7111									
09/30-11/24/17	DAILY HERALD SERVICE FROM 09/30	CAROL STRE/	20170068	10/30/2017	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$48.80	0
T4482376	PUBLIC HEARING-STREET LIGHTING	CAROL STRE/	20173519	10/14/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$28.75	0
T4482935	ADVERTISING-ENGINEERING SOQ	CAROL STRE/	20173519	10/21/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$28.50	0
								106.05	
PATSON INC									
691									
1876173	#255 PAC. FS.	ELMHURST	20173498	11/02/2017	51050540-542410	PW	R&M VEHICLES	\$73.66	0
								73.66	
PAYLOCITY									
12843									
100617	PAYROLL FEES 10/6/17	ARLINGTON F	20173447	11/05/2017	11030110-532310	FN	PAYROLL SERVICES	\$1,016.01	9004720
								1,016.01	
PETTY CASH (P	P.D.)								
2629									
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$9.72	0
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$12.88	0
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$13.84	0
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$22.65	0
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$23.74	0
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-540110	PD	POSTAGE/DELIVERY SERVICESS	\$35.55	0
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-542410	PD	R&M VEHICLES	\$5.00	0
AUG 2017	PETTY REIMB-POLICE DEPT	BENSENVILLE		11/04/2017	11040110-542410	PD	R&M VEHICLES	\$10.00	0
								133.38	

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## **EXPENDITURE APPROVAL LIST**

### FOR CHECKS DATED: 10/24/2017

			FOR CHEC	NO DATE	D. 10/24/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
PETTY CASH (P	P.W.)								
2626						-			
100617	PETTY CASH REIMB-IPHONE CASE	BENSENVILLE	20173429	11/05/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$89.43 <b>89.43</b>	0
PORTER LEE CO	ORPORATION							00.40	
9000									
19630	2017 ANNUAL B.E.A.S.T. SOFTWARE	SCHAUMBUR	20173468	10/31/2017	11040360-548110	PD	RENTAL & LEASE-EQUIPMENT	\$1,166.00	0
								1,166.00	
	TURAL FINISHES, INC.								
1439									
324602028095	WWTP CIP IMPROVEMENT	PITTSBURGH	20173504	11/01/2017	51080880-596000	PW	CAPITAL CONSTRUCTION	\$193.26	0
324602028138	EDGE DOORS & WWTP CIP IMPROVE		20173504	11/03/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$38.03	0
324603035175	PAINT-PITT TECH PLUS DTM PRIMER		20173353	10/15/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$62.07	0
324603035308	PAINT-AQUAPON EPOXY PASTEL AN		20173353	10/21/2017	31080860-596000	PW	CAPITAL CONSTRUCTION	\$79.98	0
944203076768	EDGE DOORS & WWTP CIP IMPROVE	PITISBURGH	20173504	10/15/2017	51080880-596000	PW	CAPITAL CONSTRUCTION	\$89.79	0
								463.13	
PROTANIC INC									
1184		CALIKAULE	20172750	00/20/2017	E10E0E70 E40000			\$050 00	0
50010	UST TESTING WWTP	SAUKVILLE	20172756	09/30/2017	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$950.00 \$950.00	0
50012	UST TANK TESTING @ 100 N. CHURC		20172758 20172757	09/30/2017 10/20/2017	51050570-549990 51050570-549990	PW PW	OTHER CONTRACTUAL SERVICES OTHER CONTRACTUAL SERVICES	\$950.00 \$950.00	0
50080	UST TESTING @ YORK LIFT STATION	SAUKVILLE	20172757	10/20/2017	51050570-549990	FVV	OTHER CONTRACTOAL SERVICES	2,850.00	0
R W DUNTEMAN								2,050.00	
1397	COMPANY								
71505	R-63-17 DOWNTOWN STREET SCAPE		20172263	11/05/2017	31050400-596000	PW	CAPITAL CONSTRUCTION	\$419,851.78	0
71505	R-63-17 DOWNTOWN STREET SCAPE R-63-17 DOWNTOWN STREET SCAPE		20172263	11/05/2017	31080860-596000	PW	CAPITAL CONSTRUCTION	\$98,708.15	0
71505	K-03-17 DOWNTOWN STREET SCAFE	ADDISON	20172200	11/03/2017	31000000-330000	1 00		518,559.93	0
	COOAKBROOK TERI							10,000.00	
11033	COCARDICOOK TERM								
750955-IN	UNIFORMS-ESPANA	LOMBARD	20173322	10/19/2017	11040110-554810	PD	UNIFORMS - PURCHASE	\$63.99	0
755322-IN	1 NEW VEST-MATHEW-INV #1755322		20173540	11/10/2017	11040340-554810	PD	UNIFORMS - PURCHASE	\$699.37	0
755522-11		LOWBARD	20110040	10/10/2017		10		763.36	
RAYMAR HYDRA	AULIC REPAIR								
7420									
6221	CYLINDER	BENSENVILLE	20171753	06/14/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$407.14	0

REPUBLIC SERVICES

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### FOR CHECKS DATED: 10/24/2017

		•	ONOTIC	NO DAIL					
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
0010062-0917	REFUSE DISPOSAL FOR SEPT 2017	LOUISVILLE	20173484	10/20/2017	57020580-579990	FN	DISPOSAL CHARGES	\$90,678.90 <b>90,678.90</b>	0
RES PUBLICA	GROUP								
1322									
1849	STRATEGIC COMMUNICATIONS SER	() CHICAGO	20173475	10/30/2017	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
ROESCH FORD								4,000.00	
486									
FOCS113435	REPAIR SQUAD #301	BENSENVILLE	20173450	11/03/2017	11040110-542410	PD	R&M VEHICLES	\$250.00	0
								250.00	
RONCO INDUST	TRIAL SUPPLY COMPAN								
58									
025057-1	TRSH LNRS/BATH TSSUE/PPR TWLS			09/01/2017	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$294.38	0
026581-1	5 CASES PAPER TOWELS	BENSENVILLE	20173449	10/28/2017	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$172.50	0
								466.88	
AFARILAND LI 1453									
17-113302	TRAINING-LESS LETHAL-BRANDON		20173531	09/23/2017	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$895.00	0
11 110002		UNUNUUU	20110001	00/20/2011	11010010 021010	10		895.00	0
SECRETARY OF	STATE OF ILLINOIS								
7514									
8434	NOTARY RENEWAL-MARKS DEXTER	SPRINGFIELD	20173539	10/31/2017	11040110-561310	PD	PERMITS & LICENSES	\$10.00	0
								10.00	
	M COMPANY, INC.								
1438									
8122	UNIFORMS FOR PUBLIC WORK	NILES	20172985	11/05/2017	11050110-554810	PW	UNIFORMS-PURCHASE	\$216.83	0
8122 8122		NILES NILES	20172985 20172985	11/05/2017	11050420-554810	PW		\$294.92	0
8122	UNIFORMS FOR PUBLIC WORK	NILES	20172985	11/05/2017 11/05/2017	11050430-554810 11050440-554810	PW PW	UNIFORMS-PURCHASE UNIFORMS - PURCHASE	\$52.42 \$126.22	0
8122	UNIFORMS FOR PUBLIC WORK	NILES	20172985	11/05/2017	11050490-554810	PW	UNIFORMS - PURCHASE	\$322.17	0
8122	UNIFORMS FOR PUBLIC WORK	NILES	20172985	11/05/2017	51050540-554810	PW	UNIFORMS	\$567.49	0
8122	UNIFORMS FOR PUBLIC WORK	NILES	20172985	11/05/2017	51050570-554810	PW	UNIFORMS	\$162.60	0
								1,742.65	
	SCAPE SUPPLY, LLC								
1225									
2553766	ICE MELTERS	ROSWELL	20173503	10/14/2017	11050440-542110	PW	R&M BUILDING	\$1,165.71	0
NV419585	PURCHASE OF MULCH FOR REDMON		20173529	09/16/2017	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATON	\$492.00	0
NV421867	PURCHASE OF MULCH FOR REDMON	ROSWELL	20173529	09/23/2017	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATON	\$492.00	0

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## **EXPENDITURE APPROVAL LIST**

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								2,149.71	
SPEER FINANC 4314	IAL INC.								
D7/17-2	DISCLOSURE RELATING TO VARIOU	E CHICAGO	20173556	11/15/2017	41090920-717100	FN	FISCAL AGENT'S FEES	\$1,640.00 <b>1,640.00</b>	0
STATE DISBUR	SEMENT UNIT							1,040.00	
100617	CHILD SUPPORT PR WH 10/6/17	CAROL STRE	20173448	11/05/2017	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$938.12 <b>938.12</b>	9004717
STERLING COD	DIFIERS								
<b>3006</b> 19737	CODE BOOK UPDATE #50	COEUR D'ALE	20173549	10/29/2017	11010030-525010	AD	BOOKS/PAMPHLETS/PUBLICATION	\$908.00 <b>908.00</b>	0
	BORATORIES INC.								
<b>3008</b> 148510	NPDES TESTING (WEEKLY)	GENEVA	20173175	10/27/2017	51050570-543510	PW	LABORATORY TESTING	\$1,183.50	0
148628	COLIFORM TESTING/DRINKING WAT		20173176	10/29/2017	51050550-543510	PW	LABORATORY TESTING	\$894.00	0
SUBURBAN WE	LDING & MFG. INC							2,077.50	
<b>8713</b> 70489	REPAIRS TO GARBAGE GATES	FRANKLIN PA	20173521	10/19/2017	11050440-542110	PW	R&M BUILDING	\$106.20	0
70409	REPAIRS TO GARDAGE GATES	PRAINCEIN PA	20175521	10/19/2017	11030440-342110		Ram Building	106.20	0
SUMMERFIELD	FARM								
9077 50% DEPOSIT 201	LIVE REINDEERS WITH ELVES FOR H	BELVIDERE	20173459	11/10/2017	11070110-577019	SF	TREE LIGHTING	\$850.00 <b>850.00</b>	0
SUMMERS, EVA	N K							000.00	
<b>1266</b> 100617	EXPENSE REIMB-IML-UBER	CHICAGO		11/05/2017	11020110-522110	AD	EXPENSE REIMBURSEMENT	\$9.60	0
SYNERGY BUIL	DERS							9.60	
<b>99</b> 7148-35830	BOND REFUND			11/05/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
TERRACE SUPP 3012	PLY COMPANY								
00980357	CYLINDER RENTAL-WELDING	ITASCA	20170109	10/30/2017	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$21.72	0

				NO DAIE					
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
00980357	CYLINDER RENTAL-WELDING	ITASCA	20170109	10/30/2017	11050490-548110	PW	RENTAL & LEASE-EQUIPMENT	\$21.72	0
00980357	CYLINDER RENTAL-WELDING	ITASCA	20170109	10/30/2017	51050540-548110	PW	<b>RENTAL &amp; LEASE PURCHASE</b>	\$21.66	0
								65.10	
THE BANK OF 9765	NEW YORK MELLON								
252-2056837	PAYING AGENT FEE BENSEN14C	DALLAS	20173557	11/12/2017	41090920-717100	FN	FISCAL AGENT'S FEES	\$750.00	0
252-2056838	PAYING AGENT FEE BENSEN14D	DALLAS	20173557	11/12/2017	41090920-717100	FN	FISCAL AGENT'S FEES	\$750.00	0
252-2056839	PAYING AGENT FEE BENSEN14E	DALLAS	20173557	11/12/2017	41090920-717100	FN	FISCAL AGENT'S FEES	\$750.00	0
								2,250.00	
THIRD MILLEN 525	NIUM ASSOCIATES INC							under dinner dinner dinner	
21277	VOB UTILITY BILL-10/05/17	WARRENVILL	20173487	11/04/2017	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,052.83	0
21277	VOB UTILITY BILL-10/05/17	WARRENVILL	20173487	11/04/2017	11020170-572179	FN	COMMUNITY OUTREACH	\$1,036.43	0
								2,089.26	
THOMAS A. MC 1454	DLLOY, LTD.							1990 - Neddolef Adorr 1, 5000	
170160	PROFESSIONAL SERVICES	BENSENVILLE	20173553	11/15/2017	11060110-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$950.00	0
								950.00	
THOMPSON RE 3016	ENTAL STATION, INC.								
553653-1	AIR FILTER	BENSENVILLE	20173510	10/26/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$71.90	0
553893-1	TILLER FRONT TINE	BENSENVILLE	20173511	11/02/2017	51050560-548110	PW	RENTAL & LEASE PURCHASE	\$62.99	0
								134.89	
TRAFFIC CONT 4142	ROL CORPORATION								
101347	TRAFFIC PUSH BUTTON FOR YORK &	WOODRIDGE	20173523	10/20/2017	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$336.00	0
								336.00	
TRAVELERS 12992									
000527147	DAYCARE COMPANY CLAIM/J.WATSC	DALLAS	20173486	10/29/2017	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$2,683.60	0
								2,683.60	
TREASURY DIR 11906	RECT								
100617	SAVINGS BONDS PR WH 10/6/17		20173446	11/05/2017	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BOI	\$25.00	9004729
							0.019.000000000000000000000000000000000	25.00	
TRUSTY PLUMI 99	BING INC							20.00	
7436-34938	BOND REFUND			11/05/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
									v

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## EXPENDITURE APPROVAL LIST

		I		NO DAIE	D. 10/24/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								180.00	
U.S. IDENTIFICA	ATION MANUAL								
4517									
194162	2018 ANNUAL RENEWAL	REDWOOD CI	20173456	10/31/2017	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$82.50 <b>82.50</b>	0
UMB BANK F/B	3/O PLANMEMBER							02.50	
1346									
100617	PLAN MEMBER PR WH 10/6/17	SHAWNEE MI	20173442	11/05/2017	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMBI	\$1,167.32	9004721
								1,167.32	
USABLUEBOOK	< C								
6491			20173517	10/12/2017	E10E0E40 EE201E	PW	PAINT	\$364.48	0
366119	GREEN PAINT	GURNEE	20173517	10/13/2017	51050540-552615	PVV	PAINT	364.48	0
VERIZON WIRE	ESS							004.40	
11240									
	SERVICE FROM 08/24-09/23/17-CELL	LEHIGH VALLI	20173551	10/23/2017	11020180-541315	FN	CELL PHONE SERVICE & EQUPME	\$3,748.60	0
5855200141-0917	SERVICE FROM 08/20-09/19/17-345 E	LEHIGH VALLI	20173492	10/19/2017	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$545.75	0
								4,294.35	
VILLAGE OF AD	DISON								
<b>4323</b> 2017	MAYOR'S COMMUNITY CHARITY BAL	ADDISON		11/11/2017	11010010-522110	AD	EXPENSE REIMBURSEMENT	\$160.00	156682
2017		, abbie off		111112011		110		160.00	100002
VILLAGE OF BE	NSENVILLE								
3100									
100617	POLICE PENSION PR WH 10/6/17		20173479	11/05/2017	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSION	an an Parter as seense	9004728
								12,515.27	
WALSTAD, BRU 12740	CE								
12740 10171817JB	INVESTIGATION CHILD ABDUCTIONS	FOCEY	20173472	11/03/2017	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$225.00	0
								225.00	
WAREHOUSE DI	IRECT INC								
1077									
3631057-0	OFFICE SUPPLIES	DES PLAINES	20173425	10/25/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$11.97	0
3631057-0	OFFICE SUPPLIES	DES PLAINES	20173425	10/25/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$11.97 \$50.00	0
3631057-0 3637173-0	OFFICE SUPPLIES OFFICE SUPPLIES	DES PLAINES DES PLAINES	20173425 20173452	10/25/2017 10/29/2017	51050570-551110 11040110-551110	PW PD	SMALL TOOLS & EQUIPMENTS MATERIALS/SUPPLIES-ADMIN	\$59.99 \$205.80	0
3637453-0	OFFICE SUPPLIES	DES PLAINES	20173451	10/29/2017	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$64.76	0
3645789-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$18.63	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
3645789-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$14.13	0
3645789-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	51050540-551110	PW	OFFICE SUPPLIES	\$4.50	0
3645789-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$56.52	0
3646011-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$1.75	0
3646011-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$1.74	0
3646444-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$1.34	0
3646444-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$1.58	0
3646444-0	OFFICE SUPPLIES	DES PLAINES	20173426	11/05/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$75.97	0
								530.65	
WARNER BROT 6503	HERS DISTRIBUTING								
IT WK#1	MOVIE RENTAL FEE "IT" WEEK# 1	ATLANTA	20173536	11/04/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$206.34	0
LEGO NINJAGO V	V MOVIE RENTAL FEE"THE LEGO NINJ	/ ATLANTA	20173537	11/11/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0
								456.34	
WEST GROUP 8192 836952120	MONTHLY "CLEAR" FEE-09/01-09/30/1	CAROL STRE/	20173467	10/31/2017	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$549.00 <b>549.00</b>	0
WHITE PINES G	OLF COURSE								
3040									
101217	VOLUNTEER DINNER	BENSENVILLE	20173560	11/11/2017	11020170-571013	AD	VOLUNTEER RECOGNITION	\$2,400.00	0
								2,400.00	
YOUR FRIENDL 6022	Y SHOPPER								
295155	BIDS-ENGINEERING SOQ ADVERTISI	MACHESNEY	20173515	10/21/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$29.25	0
								29.25	
ZIEBELL WATE 3045	R SERVICE								
239158-000	R-144-16 HYDRANT & WATERMAIN P/	ELK GROVE V	20170015	10/26/2017	51050540-552520	PW	WATER MAIN PARTS	\$1,117.24	0
239237-000	R-144-16 HYDRANT & WATERMAIN P/	ELK GROVE V	20170015	11/02/2017	51050540-552520	PW	WATER MAIN PARTS	\$234.00	0
								1,351.24	
								20	

CHECK TOTAL: 1,441,846.63

WIRE/MANUAL TOTAL: 129,891.03

EXPENDITURE TOTAL: 1,571,737.66

TYPE:

### SUBMITTED BY:

<u>Resolution</u>

Todd Finner

#### DEPARTMENT: Recreation

DATE: October 24, 2017

#### **DESCRIPTION:**

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

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

#### COMMITTEE ACTION:

COW - APPROVED (5-0)

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.

<u>Shop</u>	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 Board.

### **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:**

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

### ATTACHMENTS:

Description

Upload Date

Type

<b>k</b>	-	~ ~ ~
License Agreement	10/12/2017	Exhibit
Resolution	10/12/2017	Resolution Letter
Sin Bin Redesign Concept	10/18/2017	Presentation

## 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 1<sup>st</sup> 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. <u>Incorporation of Recitals.</u> 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. <u>Pro-shop Area.</u> 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. <u>Storage Area.</u> 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. <u>Morals Clause.</u> 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. <u>Rent.</u> 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. <u>Access to Licensed Premises.</u> 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. <u>Parking Access.</u> 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. <u>Security Deposit.</u> 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. <u>Use and Alteration of the Licensed Premises</u>. 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 Licensee 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. <u>Use of the Storage Area.</u> 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. <u>Use of the Skate Sharpener</u>. 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. <u>Village's Entry onto the Licensed Premises</u>. 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. <u>Removal of Personal Property after Termination of License</u>. 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 Premises after the termination of this License Premises after the termination of this License 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. <u>Signage</u>. 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. <u>Insurance.</u> 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. <u>Indemnification</u>. 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. <u>Mutual Cooperation.</u> 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. <u>Condition of Licensed Premises</u>. Licensee acknowledges that the Licensed Premises are in an acceptable condition which allows for the uses contemplated herein.
- 20. <u>Assignment.</u> 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. <u>Costs and Attorneys' Fees</u>. 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. <u>Licensee to Create No Liens upon Licensed Premises</u>. 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. <u>Licensee Independent Contractor.</u> 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. <u>Agreement.</u> 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 THE SIN BIN HOCKEY SHOP, INC.

By: Mr. Gino Pisellini Title: Owner, The Sin Bin Hockey Shop

By: Corey Williamsen Deputy Village Clerk

#### **RESOLUTION NO.**

## <u>A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE SIN BIN</u> <u>HOCKEY SHOP, INC.</u>

**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

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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 24<sup>th</sup> day of October 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent:



## SIN BIN HOCKEY SHOP RETAIL STORE RENOVATION

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## CONCEPT

REDESIGN AND IMPLEMENT A MODERN RETAIL ENVIRONMENT THAT SHOWCASES A BETTER CONSUMER EXPERIENCE THROUGH UPDATED VISUAL APPEARANCE, LIGHTING AND BRANDED GRAPHICS.



# INSPIRATION





TYPE:

## SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works **DATE:** October 24, 2017

## **DESCRIPTION:**

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:
Approved 5-0	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:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) of the Resolution.

## **BUDGET IMPACT:**

This License will produce \$55,290 of revenue over the next ten years per the annual fee.

## **ACTION REQUIRED:**

Motion to Approve 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.

## ATTACHMENTS:

## **Description**

RES - Level 3 Franchise Agreement FA - Level 3 Franchise Agreement PLANS - Level 3 Franchise Agreement

## Upload Date 10/10/2017 10/12/2017

10/12/2017

## <u>Type</u>

Resolution Letter Backup Material Backup Material

#### **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing the execution of a Franchise Agreement with Level 3 Communications, LLC to install telecommunications within the Village of Bensenville, and

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

## APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk	-	
AYES:		 
NAYS:		 
ABSENT:		 

(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. <u>Term</u>. 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. <u>Registration with Village</u>. 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. <u>Fees/Costs</u>.

A. <u>License Application and Review.</u> 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. <u>Village Costs.</u> 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. <u>Fee for Use of Village Property</u>. 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. <u>Construction Permit Fee.</u> 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. <u>Taxes or Fees.</u> 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. <u>Conditions of Grant of Franchise.</u> 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.

8. <u>Construction Standards.</u> 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. <u>No Lease</u>. 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. <u>Default/Event of Litigation</u>. 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. <u>General Insurance Provisions.</u>

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. <u>Acceptability of Insurers</u> 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. <u>Renewal of Franchise and Abandonment of Facilities</u>. 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. <u>Protection of Vegetation</u>. 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. <u>Liability of the Village</u>. 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. <u>Indemnification</u>. 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. <u>Supervision.</u> 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. <u>Notice.</u> 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:	If to Village:
Level 3 Communications, LLC ATTN: Right of Way 1025 Eldorado Blvd Broomfield, CO 80021 Email: cma@level3.com FAX: 720-839-3532	Village Manager Village of Bensenville 12 S. Center Street Bensenville, Illinois 60106 FAX: (630) 594-1105
With a required copy to:	With a required copy to:
General Counsel	Village Attorney

Level 3 Communications, LLC 1025 Eldorado Blvd Broomfield, CO 80021 FAX: 720-839-3532 Village of Bensenville 12 S. Center Street Bensenville, Illinois 60106 FAX: 630) 594-1105

18. <u>Prohibited Uses and Activities</u>. 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. <u>Franchised Premises Disclaimer</u>. 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. <u>Miscellaneous.</u>

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.

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E OF BENSENVILLE Village President, Village of Bensenville
Village President, Village of Bensenville
Village Clerk, Village of Bensenville

PROJECT MANAGER:

DUPAGE COUNTY BENSENVILLE, IL



FIBER OPTIC CONDUIT **INSTALLATION - CONNECTION** TO 854 GOLF LANE **BENSENVILLE, ILLINOIS** 

SITE LOCATION MAP









Call J.U.L.I.E. Know what's below. Call before you dig.

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			GENERAL NOTES	PROJECT MANAGER:
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OWN	ER: FRACTOR:	Level (3) Communications Reece Conrad 1305 East Algonquin Road Arlington Heights, Illinois 60005 (312) 818-8164 T.B.D.	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.	3.02 The plans show the locations of water mains communication lines, electric lines, sewers, lines according to information available in the records. This information is <u>not</u> deemed to be is the express responsibility of the Contractor the exact location and elevation of all existin pipes, and lines, and to provide for their pro support and maintenance prior to all constru
ENO			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.	operations. Whenever existing utility lines are encountered which conflict in location of proposed construction, the Contractor shall Engineer in writing, who will provide any eng required to avoid the conflict.
ENGI	NEER:	HBK Engineering, LLC Joseph P. Koziol, P.E. 921 West Van Buren Street Suite 100	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	Section 4.0 Materials
		Chicago, Illinois 60607 (312) 432-0076	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.	4.01 All materials within the limits of this project conformance with Standard Recommendat National Electrical Manufacture's Associational American National Standards Institute.
Sectio	on 1.0 Scope of		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,	4.02 All conduit, elbows, and couplings within th shall be High Density Polyethylene (HDPE) unless otherwise noted.
1.01	all related app	<ul><li>1-2" SDR-11 HDPE conduit for Level(3) and urtenances to connect to building located at , Bensenville, Illinois.</li></ul>	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	4.03 Job Site Material will be delivered to, and n Street work areas in a well-managed mann congestion or inconvenience to other work contractors working under alternate permits
		exact location, lengths, quantities, and proposed improvements.	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	Section 5.0 Work
1.02	Engineer's Est	imate of Materials	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	5.01 The Contractor shall investigate the project specifications, instructions, site, utilities, tra
	16,509 linear 1-2" aluminum	of 1-2" Steel SDR-11 conduit feet of 1-1.25" HDPE Innerduct n mogul pulling elbow mmunications manholes	will be allowed. 2.04 The Contractor(s) shall arrange a pre-construction	material, labor, excavation, restoration and precautions involved with this project. Any concerns the Contractor may have are to b
	9 - 4 x4 x4 co		meeting/walk-thru with the Village of Bensenville. The Contractor(s) shall further notify the Village of Bensenville a	the Owner and Engineer prior to construction
		Specifications and Instructions.	minimum of two (2) working days prior to the commencement of any work in or around public ways.	5.02 The Contractor shall provide all material, er installation, restoration, utility relocation cha delivery costs to complete the described, o
2.01	specifications,	gineer shall provide such plans, drawings, completed application forms and cessary to secure all permits; as required by	Section 3.0 Existing Utilities:	work, under this contract.
	-	Bensenville and IDOT. Work will not be acquisition of all required permits.	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.	5.03 Any change-order request must be present the Owner's Representative; and approved proceeding with the requested change. Do concerning any and all change orders will be formal record, filed with the Owner's Repre- be made available for future reference.

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#### GENERAL NOTES

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 of field locating their facilities within two (2 notification by the Village of Bensenville)
- 6.10 Permittee shall hold harmless the Villag any damage or malfunction that may be facilities during the installation, mainten any of the Village of Bensenville facilitie
- 6.11 The Village of Bensenville may at any ti of the permittee, require the permittee to position (horizontal and vertical) of the i which may necessitate an excavation for
- 6.12 Upon completion of this permit work two "as-built" drawings shall be submitted to public works for his records.
- 6.14 All state, railroad or county rights-of-wa from that agency. All other permits requ agencies shall be secured by the permit commencing the work. This permit is va from the date of issue.

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LEGEND

## LEGEND

PROPOSED BORED CONDUIT		EXISTING MWRD MANHOLE
PROPOSED TRENCHED CONDUIT		EXISTING UNICOM/THERMAL MANHOLE
EXISTING 360 NETWORKS MANHOLE	360	EXISTING GAS MANHOLE
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EXISTING KDL MANHOLE	KD	EXISTING BICYCLE RACK
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EXISTING MFN/ABOVE NET MANHOLE	Ð	EXISTING FLAGPOLE
EXISTING NEXTEL MANHOLE	$\mathbb{N}$	EXISTING GARBAGE CAN
EXISTING NEXTG MANHOLE	NG	EXISTING MAILBOX
EXISTING QWEST MANHOLE	Q	EXISTING MONITORING WELL
EXISTING RCN MANHOLE	$\mathbb{R}$	EXISTING NEWS BOX
EXISTING SBC MANHOLE	$\bigcirc$	EXISTING PAYBOX
EXISTING SIDERA MANHOLE	SD	EXISTING PARKING METER
EXISTING SPRINT MANHOLE	S	EXISTING PHONE
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	MANHOLES, CATCH BASINS, LATERALS AND INLETS. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING					
	BE	VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF				
		NSPORT NDARDS	ATION & THE VILLAGE	OF BENSENVILLE		
	THANDARDS. THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.					
	CON	TRACTO	R IS TO "TEST HOLE"	EACH UTILITY,		
		ERMINE SSING.	SIZE, LOCATION AND	DEPTH PRIOR TO		
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Φ	NET	BUILD ID:	N321023			
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	SITE	ADDRESS:	854 GOLF L	N		
	BENSENVILLE, ILLINOIS DUPAGE COUNTY					
I	1112		TALLATION – C TO 854 GOL	CONNECTION		
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inch = 50 ft.	SCA	LE:	N.T.S.	SHEET: 5 OF: 15		



THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFORÈHAND.

	REV DATE	DESCRIPTION	DESIGNER CHECKED APPRIVED
	1 06-28-17	FOR REVIEW	JWB DJD JPK
JOSEPH P. KOZIOL P.E.	2 08-09-17 3 4	FER BENGENVILLE COM	MENTS SER SER OF
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	ANY WORK	ON THIS PROJECT AT	1-800-892-0123.
		OR IS CAUTIONED TO F CATCH BASINS, LATE	
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	DRAWING NO:	L3-DB-87	6
	DATE DRAWN:	06-28-17	
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AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION HESE 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 BEFORÈHAND.



LEGEND

CONTRACTOR TO FIELD

VERIFY LOCATION AND

DEPTH OF EXISTING UTILITY

CONSTRUCTION.

PROJECT MANAGER





	REV	DATE	DESCRIPTION	DESIGNER CHECKED APPRNED		
	1	06-28-17 08-09-17	FOR REVIEW PER BENSENVILLE COMM	JWB DJD JPK IENTS JPK JPK JPK		
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		NDARDS		OF BENSENVILLE		
	THE EXISTING ABOVE GROUND UTILITY STRUCTURES AND IMPROVEMENTS SHOWN IN THIS DRAWING HAVE BEEN COMPILED WITH ATLAS DATA.					
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HESE COMPANIES WILL LOCATE ON THE

PROHIBITED ON BEELINE DR., MEYER RD., THOMAS DR. EAGLE DR., CONCRETE STREET SURFACES IS NECESSARY TO COMPLETE THE PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE GRANTED BEFOREHAND.



#### PROJECT PLAN VIEW

PROJECT MANAGER:



GRANTED BEFOREHAND.

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

PUBLIC WORKS, (630) 350-3435, AND PERMISSION MUST BE

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



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.






	REV	DATE	DESCRIPTION		DESIGNER		
JOSEPH P. KOZIOL P.E.	1 2	06-28-17 08-09-17	FOR REVIEW PER BENSENVILLE COMM	IENTS	JWB	JPK	JPK JPK
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STANDARD CONSTRUCTION DETAILS



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





MAINTAIN A MINIMUM OF AT LEAST 3 FE SEPARATION IN ANY DIRECTION BETWEEN BORE AND ALL EXISTING FACILITIES.

# UTILITY SEPARATION DE

	REV DATE	DESCRIPTION	DESIGNER	CHECKED APPR
	1 06-28-17 2 08-09-17	FOR REVIEW PER BENSENVILLE COMM	JWE IENTS JPK	J D K JE
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	CHECKED BY:	DJD		
	APPROVED BY:	JPK		
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/ EXISTING FACILITY				
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		TO 854 GOL	.F LN SHEET:	
	PROJECT NO:	17-0309		
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STANDARD CONSTRUCTION DETAILS

PROJECT MANAGER:

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	1 360	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
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 O 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 VAUL IN EXISTING VAULT, AND APPROXIMATELY 1385 FT COILED INSIDE BUILDING AT PENETRATION.
6	1 607	PLACE NEW - 48"X48"X48" - CONCRETE MANHOLE - SUBURBAN	UGB-31310-S	Labor Only	Each	28.01.01	9	
7	1 700	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 / 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 wa
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 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 DRAW
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 COVE 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	1 1717	LOCATE WIRE #10 AWG - SOLID COPPER WITH INSULATED JACKET	MAT-91990	Material Only	Foot	28.01.01	5889	

	REV	DATE	DESCRIPTION		DESIGNER CHECK	ED APPRIMED
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TRAFFIC CONTROL PLAN PROJECT MANAGER: 6 Ş  $\leq \square$ ¶¶  $\leq$  $\simeq$ Type I or Type II barricades ROAD WORK AHEAD 2 (1) (1) (1)Or W20-1(0)-48  $\searrow$ ROAD CONSTRUCTION AHEAD For maintenance RIGHT LANE CLOSED AHEAD W20-I103(0)-48 For W20-5(0)-48 W21-1(0)-48  $\searrow$ construction Or 3 W20-7(0)-48 **GENERAL NOTES** This Standard is used where at Refer to SIGN SPACING TABLE for distances. night, any vehicle, equipment, wo activities encroach on the pave the closure of one or more tro 2) Required for speeds > 40 mph. Urban area. SIGN SPACING SYMBOLS 3 Use flagger sign only when flagger is present. Calculate L as follows: 
 Posted Speed
 Sign Spacing

 55
 500' (150 m)

 50-45
 350' (100 m)

 <45</td>
 200' (60 m)
 Arrow board SPEED LIMIT (4) For approved sideroad closures. Englis 0 Cone, drum or barricade (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 40 mph (70 km/h)  $L = \frac{WS^2}{60}$ Sign on portable or permanent support or less: Work area 45 mph (80 km/h) L=(W)(S or greater: Barricade or drum with flashing light φ be doubled. W = Width of offset g\_ Type III barricade with flashing lights 6 Cones, drums or barricades at 20' (6 m) centers in taper. in feet (meters). • Flagger with traffic control sign. S = Normal posted speed mph (km/h). Repeat every 1 mile (1.6 km). All dimensions are in inches (millin unless otherwise shown, URBAN LANE DATE REVISIONS Dillinois Department of Transportation 1-1-14 Revised workers sign **MULTILANE, 2V** number to agree with APPROVER January 1, \_\_\_\_ 201 MOUNTABLE current MUTCD. ENGINEER OF SAFETY ENGINEERING

APPROVED January 1,

\_\_\_\_ 2014

1-1-12 Corrected dimension in

note 6. Omitted W21-I110

sign. Added W-1-6R sign.

	RE	V DATE	DESCRIPTION	designer checked approved
JOSEPH P. KOZIOL P.E.	1 	08-09-17	FOR REVIEW PER BENSENVILLE COM	JWB DJD JPK JPK JPK JPK
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GENERAL NOTES				
is used where at any time, day or nicle, equipment, workers or their				
roach on the pavement requiring f one or more traffic lanes in an				
follows:				
FORMULAS				
English (Metric) $L = \frac{WS^2}{60}$ $L = \frac{WS^2}{150}$				( <b>^ )</b>
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TRAFFIC CONTROL PLAN

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#### SUBMITTED BY: Kurtis Pozsgay

Ordinance

DEPARTMENT: CED



## **DESCRIPTION:**

Ordinance 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 Quality Customer Oriented Services Х Safe and Beautiful Village

Х Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

COMMITTEE ACTION:	DATE:
Voted to approve unanimously (5-0)	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 Board.

# **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.

3) On 10.17.17 the Village Board Committee of the Whole voted unanimously (5 - 0) to approve the rezoning.

# **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** Aerial & Zoning Maps Draft Ordinance Upload Date 7/25/2017 10/10/2017 **Type** Backup Material Ordinance CDC#2017 - 19

514 Pine Avenue Village of Bensenville Rezoning and Subdivision





#### 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:

**<u>SECTION ONE</u>**: 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.

<u>SECTION THREE</u>: 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.

**<u>SECTION FIVE</u>**: 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.

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

**PASSED AND APPROVED** by the President and Board of Trustees 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:

<u>Resolution</u>

Joe Caracci

DEPARTMENT: Public Works DATE: October 24, 2017

# **DESCRIPTION:**

Resolution Establishing Guidelines and Procedures for the 2017-2018 Senior / Disabled Snow Removal Program

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

Financially Sound Village

X Quality Customer Oriented Services

X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

# COMMITTEE ACTION:

Approved 5-0

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 Village Board.

# **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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:**

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

#### ATTACHMENTS:

Description RES - 2017/18 Senior Snow Program - Program Adoption Upload DateType10/11/2017Resolution 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 <u>Exhibit A</u>.

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

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

<u>SECTION TWO</u>: The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in <u>Exhibit A</u> 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.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: 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.

<u>SECTION FIVE</u>: 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.

<u>SECTION SIX</u>: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

<u>SECTION SEVEN</u>: 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. <u>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.</u> 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</u> <u>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:

<u>Resolution</u>

Joe Caracci

**DEPARTMENT:** Public Works **DATE:** October 24, 2017

## **DESCRIPTION:**

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 Quality Customer Oriented Services

X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

### **COMMITTEE ACTION:**

Approved 5-0

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 Village Board.

# **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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 Approve a Resolution Authorizing the Execution of a Contract with Carrera Landscaping for the Senior / Disabled Snow Removal Program.

#### ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
RES - 2017/18 Senior Snow Contract - Carrera	10/10/2017	Resolution Letter
CONTRACT - 2017/18 Senior Snow Contract - Carrera	10/18/2017	Backup Material

#### **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Carrera Landscaping to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

\_\_\_\_

ABSENT: \_\_\_\_\_

#### 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 51<sup>st</sup> Avenue, Bellwood, IL 60104 (the "Contractor"). The Village and Contractor shall herein collectively be known as the "Parties."

#### WITNESSETH

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. SCOPE OF SERVICES

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 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. <u>RIGHTS OF TERMINATION</u>

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 DuPage 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. <u>RECORDS</u>

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. <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. 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. <u>AMENDMENTS AND MODIFICATIONS</u>. 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. <u>SUCCESSORS AND ASSIGNEES</u>. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. <u>SEVERABILITY</u>. 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. <u>JOINT AND COLLECTIVE WORK PRODUCT</u>. 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. <u>LANGUAGE AND PARAGRAPH HEADINGS</u>. 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. <u>REMEDY</u>. 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. <u>REPRESENTATIONS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>NO JOINT VENTURE, AGENCY OR PARTNERSHIP</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>NOTICE</u>. 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 51 <sup>st</sup> Avenue Bellwood, IL 60104 Attn: Manuel Carrera

M. <u>CERTIFICATION</u>. 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. <u>PREVAILING WAGE</u>. 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. <u>LAWS AND REGULATIONS</u>. 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. <u>SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES;</u> <u>INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY</u>. 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 30<sup>th</sup> 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 <u>//</u> day of October 2017.

Contractor,

By: Carrera Landscaping INC.

Its:

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199-11	gan	1 mans

By:

Its:

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TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: October 24, 2017

## **DESCRIPTION:**

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 Quality Customer Oriented Services
- X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## **COMMITTEE ACTION:**

Approved 5-0

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 Village Board.

### **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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:**

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	<u>Upload Date</u>	<u>Type</u>
RES - 2017/18 Senior Snow Program - CTS Services (Scott Milnes)	10/10/2017	Backup Material
CONTRACT - 2017/18 Senior Snow Program - CTS Services (Scott Milnes)	10/18/2017	Backup Material

#### **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Sean Milnes (dba CTS Services, LLC) to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

\_\_\_\_

ABSENT: \_\_\_\_\_
#### 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."

#### WITNESSETH

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. SCOPE OF SERVICES

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.

In the event a claim is made against the Village, its officers, officials, agents, Β. 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 DuPage 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. <u>RECORDS</u>

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. <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. 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. <u>AMENDMENTS AND MODIFICATIONS</u>. 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. <u>SUCCESSORS AND ASSIGNEES</u>. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. <u>SEVERABILITY</u>. 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. <u>JOINT AND COLLECTIVE WORK PRODUCT</u>. 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. <u>LANGUAGE AND PARAGRAPH HEADINGS</u>. 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. <u>REMEDY</u>. 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. <u>REPRESENTATIONS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>NO JOINT VENTURE, AGENCY OR PARTNERSHIP</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>NOTICE</u>. 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: South Milnes

M. <u>CERTIFICATION</u>. 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. <u>PREVAILING WAGE</u>. 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. <u>LAWS AND REGULATIONS</u>. 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. <u>SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES</u>; <u>INSURANCE: HOLD HARMLESS AND INDEMNIFICATION</u>; <u>REMEDY</u>. 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 30<sup>th</sup> 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 <u>16</u> day of October 2017.

Contractor,

By: SHO

Its: Olner

By:

Its:

TYPE:

### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works **DATE:** October 24, 2017

# **DESCRIPTION:**

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 Quality Customer Oriented Services

X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

# **COMMITTEE ACTION:**

Approved 5-0

DATE:

October 17, 2017

Unload Data Type

## **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 Village Board.

## **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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 Approve a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Snow Removal Program.

### ATTACHMENTS:

Description

Description	<u>Opioau Date</u>	Type
RES - 2017/18 Senior Snow Program - Panoramic Landscaping	10/10/2017	Resolution Letter
CONTRACT - 2017/18 Senior Snow Program - Panoramic Landscaping	10/18/2017	Backup Material

## **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Panoramic Landscaping to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

\_\_\_\_

ABSENT: \_\_\_\_\_

#### 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."

#### WITNESSETH

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. SCOPE OF SERVICES

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.

In the event a claim is made against the Village, its officers, officials, agents, B. 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 DuPage 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. <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. 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. <u>AMENDMENTS AND MODIFICATIONS</u>. 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. <u>SUCCESSORS AND ASSIGNEES</u>. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. <u>SEVERABILITY</u>. 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. <u>JOINT AND COLLECTIVE WORK PRODUCT</u>. 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. <u>LANGUAGE AND PARAGRAPH HEADINGS</u>. 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. <u>REMEDY</u>. 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. <u>REPRESENTATIONS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>NO JOINT VENTURE, AGENCY OR PARTNERSHIP</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>NOTICE</u>. 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. <u>CERTIFICATION</u>. 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. <u>PREVAILING WAGE</u>. 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. <u>LAWS AND REGULATIONS</u>. 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. <u>SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES</u>; <u>INSURANCE</u>; <u>HOLD HARMLESS AND INDEMNIFICATION</u>; <u>REMEDY</u>. 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 30<sup>th</sup> 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:

ł

Village President

Attest:

Village Clerk

**EXECUTED** this <u>7</u> day of October 2017.

Contractor, By: te mer Its:

Its:

By:

TYPE:

### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: October 24, 2017

# **DESCRIPTION:**

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 Quality Customer Oriented Services

X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

# COMMITTEE ACTION:

Approved 5-0

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 Village Board.

## **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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:**

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

### ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2017/18 Senior Snow Program - TMW Enterprises	10/10/2017	Resolution Letter
CONTRACT - 2017/18 Senior Snow Program - TMW Enterprises	10/18/2017	Backup Material

## **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with TWM Enterprises to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

\_\_\_\_

ABSENT: \_\_\_\_\_

#### 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."

#### WITNESSETH

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. SCOPE OF SERVICES

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.

Β. 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 DuPage 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. <u>RECORDS</u>

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. <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. 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. <u>AMENDMENTS AND MODIFICATIONS</u>. 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. <u>SUCCESSORS AND ASSIGNEES</u>. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. <u>SEVERABILITY</u>. 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. <u>JOINT AND COLLECTIVE WORK PRODUCT</u>. 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. <u>LANGUAGE AND PARAGRAPH HEADINGS</u>. 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. <u>REMEDY</u>. 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. <u>REPRESENTATIONS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>NO JOINT VENTURE, AGENCY OR PARTNERSHIP</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>NOTICE</u>. 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. <u>CERTIFICATION</u>. 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. <u>PREVAILING WAGE</u>. 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. <u>LAWS AND REGULATIONS</u>. 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. <u>SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES;</u> <u>INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY</u>. 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 30<sup>th</sup> 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 <u>13</u> day of October 2017.

Contractor, \_\_\_\_\_ By:

Tyrane WAND TMW ENTERPINOS Its:

By:

Its:

\_\_\_\_\_

TYPE:

### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works **DATE:** October 24, 2017

# **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the Senior / Disabled Snow Removal Program

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

Financially Sound Village

X Quality Customer Oriented Services

X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

# **COMMITTEE ACTION:**

Approved 5-0

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:**

Tomas 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 Village Board.

## **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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:**

Approval of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the Senior / Disabled Snow Removal Program.

### ATTACHMENTS:

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
RES - 2017/18 Senior Snow Program - Tomas Herrera	10/18/2017	Resolution Letter
CONTRACT - 2017/18 Senior Snow Program - Tomas Herrera	10/18/2017	Backup Material

#### **RESOLUTION NO.**

# AUTHORIZING THE EXECUTION OF A CONTRACT WITH TOMAS HERRERA 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 Tomas Herrera 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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Tomas Herrera Landscaping to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES:	 	 	
NAYS:	 	 	
ABSENT:			

## 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 Tomas Herrera, located 348 E. Belle Dr., Northlake, IL 60164 (the "Contractor"). The Village and Contractor shall herein collectively be known as the "Parties."

## WITNESSETH

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. SCOPE OF SERVICES

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.

In the event a claim is made against the Village, its officers, officials, agents, Β. 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 DuPage 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. <u>RECORDS</u>

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. <u>GENERAL</u>

A. <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. 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.

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D. <u>SEVERABILITY</u>. 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.

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F. <u>LANGUAGE AND PARAGRAPH HEADINGS</u>. 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. <u>REMEDY</u>. 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. <u>REPRESENTATIONS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>NO JOINT VENTURE, AGENCY OR PARTNERSHIP</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>NOTICE</u>. 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:	Tomas Herrera 348 Belle Drive Northlake, IL 60164 Attn: Tomas Herrera

M. <u>CERTIFICATION</u>. 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. <u>PREVAILING WAGE</u>. 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. <u>LAWS AND REGULATIONS</u>. 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. <u>SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES;</u> <u>INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY</u>. 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 30<sup>th</sup> 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 16 day of October 2017.

Contr	actor,		
By:	Tomas	Herrera	Landscoping
Its:	Tomas	Herrera	

By: \_\_\_\_\_

Its:

TYPE:

#### SUBMITTED BY: Joe Caracci

Resolution

DEPARTMENT: Public Works

DATE: October 24, 2017

## **DESCRIPTION:**

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

Quality Customer Oriented Services Х

Х Safe and Beautiful Village X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## COMMITTEE ACTION:

Approved 5-0

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 Village Board.

## **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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 Approve a Resolution Authorizing the Execution of a Contract with DiNatale Construction for the Senior / Disabled Snow Removal Program.

#### **ATTACHMENTS:**

Description	<u>Upload Date</u>	<u>Туре</u>
RES - 2017/18 Senior Snow Program - DiNatale	10/12/2017	Resolution Letter
CONTRACT - 2017/18 Senior Snow Program - DiNatale	10/18/2017	Backup Material

#### **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with DiNatale Construction to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk	—	
AYES:		 
NAYS:		 
ABSENT:		 

#### 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."

#### WITNESSETH

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. SCOPE OF SERVICES

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 DuPage 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. <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. 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. <u>AMENDMENTS AND MODIFICATIONS</u>. 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. <u>SUCCESSORS AND ASSIGNEES</u>. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. <u>SEVERABILITY</u>. 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. <u>JOINT AND COLLECTIVE WORK PRODUCT</u>. 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. <u>LANGUAGE AND PARAGRAPH HEADINGS</u>. 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. <u>REMEDY</u>. 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. <u>REPRESENTATIONS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>NO JOINT VENTURE, AGENCY OR PARTNERSHIP</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>NOTICE</u>. 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. <u>CERTIFICATION</u>. 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. <u>PREVAILING WAGE</u>. 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. <u>LAWS AND REGULATIONS</u>. 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;

<u>INSURANCE</u>; <u>HOLD HARMLESS AND INDEMNIFICATION</u>; <u>REMEDY</u>. 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 30<sup>th</sup> 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  $\frac{T}{6}$  day of October 2017.

Contractor, Pres Lo I By: a Its:

By:

Its:

\_\_\_\_\_

TYPE:

#### SUBMITTED BY: Joe Caracci

Resolution

DEPARTMENT: Public Works

DATE: October 24, 2017

## **DESCRIPTION:**

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
- Quality Customer Oriented Services Х
- Х Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## COMMITTEE ACTION:

Approved 5-0

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 Village Board.

## **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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 Approve a Resolution Authorizing the Execution of a Contract with Green Horizon Landscaping, LLC for the Senior / Disabled Snow Removal Program.

#### **ATTACHMENTS:**

Description	<u>Upload Date</u>	<u>Туре</u>
RES - 2017/18 Senior Snow Program - Green Horizon	10/10/2017	Resolution Letter
CONTRACT - 2017/18 Senior Snow Program - Green Horizon	10/18/2017	Backup Material

#### **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Green Horizon Landscaping LLC to provide snow removal services as part of the Senior / Disabled Snow Removal Program.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

# APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES:	 	 	
NAYS:	 	 	
ABSENT:			

#### 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."

#### WITNESSETH

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. SCOPE OF SERVICES

: ۲

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. FEES FOR SERVICE

. 2

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.

Β. 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. <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. 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. <u>AMENDMENTS AND MODIFICATIONS</u>. 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. <u>SUCCESSORS AND ASSIGNEES</u>. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. <u>SEVERABILITY</u>. 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. <u>JOINT AND COLLECTIVE WORK PRODUCT</u>. 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. <u>REMEDY</u>. 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. <u>REPRESENTATIONS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>NO JOINT VENTURE, AGENCY OR PARTNERSHIP</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>CERTIFICATION</u>. 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. <u>PREVAILING WAGE</u>. 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. <u>LAWS AND REGULATIONS</u>. 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. <u>SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES</u>; <u>INSURANCE</u>; <u>HOLD HARMLESS AND INDEMNIFICATION</u>; <u>REMEDY</u>. 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 30<sup>th</sup> 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:

х <sup>в</sup>

Village President

Attest:

Village Clerk

<b>EXECUTED</b> this	s 16 day of October 2017.
Contractor	5 16 day of October 2017. LANDSCAPE LLC GREEN HORIZON LANDSCAPE LLC
By:	Mil Campuill
	President
Its:	

By:

Its:

<u>Resolut</u>	on Joe Caracci	Public Works	October 24, 2017				
Resolut	<b>DESCRIPTION:</b> <u>Resolution Authorizing the Approval of a Purchase Order to Display Sales for the Purchase of Seasonal</u> <u>Decorations in the Amount of \$19,870.</u>						
	<u>SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:</u>						
X	Financially Sound Village	X Enrich the	lives of Residents				
(	Quality Customer Oriented Services	X Major Busi	ness/Corporate Center				
X	Safe and Beautiful Village	X Vibrant Ma	jor Corridors				
COMMITTEE ACTION: DATE:							
Approve	ed 5-0		October 17, 2017				

DEPARTMENT:

DATE:

SUBMITTED BY:

## **BACKGROUND:**

TYPE:

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 Village Board.

#### **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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 Approve a Resolution Authorizing the Purchase of Seasonal Decorations from Display Sales in the Not to Exceed Amount of \$19,870

ATTACHMENTS:		
Description	<u>Upload Date</u>	<u>Type</u>
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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a the approval of a purchase order to Display Sales for the purchase of seasonal decorations in the not to exceed amount of \$19,870.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

#### APPROVED:

Frank DeSimone

# ATTEST:

Nancy Quinn, Village Clerk

AYES:	 	 
NAYS:	 	 
ABSENT:	 	 



# DISPLAYSALES

DS

# QUOTE

8loomington, 800-328-619 952-885-009	blay Sales 25 Nesbitt Avenue S pmington, MN 55437 800-328-6195 952-885-0099 .displaysales.com		STIMATE ATE <b>KPIRATION DATE</b> USTOMER ID		QO-016484-10 10/12/2017 11/11/2017 102504		
12 Sout	avorata of Bensenville th Center Street ville, IL 60106		Ginny Lavorata Village of Bense Acct Payable 12 South Center Bensenville, IL 6	Street	7		
	PREPARED BY JOB		PAYMENT	ERMS	REQUEST DEL	VERY DATE	
	Laura Schatlze		Net 20	)	10/12/2	2017	
QUANTITY	DESCRIPTION		UNIT PRICE			AMOUNT	
100	25' x 14" Natural Timberline Garland with Cool N 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			569.5	
100	20' x 14" Natural Timberline Garland with Cool V Bulbs (40) (garland will match 2016 order) Size : 25' Color : Natural Style : TLineLED	White LED	157.00			15,700.00	
27	Custom Product - 6" x 75' Red Velour Ribbon					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	
				SHIPPIN	G & 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.



Sold To:

Bensenville, Village of Ginny Lavorata 717 E. Jefferson Bensenville, IL 60106-2130 Temple Display, Ltd. 114-C Kirkland Circle Oswego, IL 60543 Phone 630-851-3331 Fax 630-851-4144

Bensenville, Village of

Bensenville, IL 60106-2130

# SALES ORDER

 Sales Order #
 TDLQ27140

 Date
 10/12/2017

 Sales Rep.
 Robb

#### Best Way / ASAP

Ship To:

Ginny Lavorata

717 E. Jefferson

P.O.#		Ship Via/Date:	Terms:	<b>NET 30</b>	Shipping:	Prepay & Add
Qty	Part No.	Description			Unit Price	Ext. Price
100		30' of 12-3-1 artificial garlan Cool White Lamps ever 12 Price before discount = \$32 25% discount 25.0% Discount	"		\$322.20 SubTotal	\$32,220.00 -\$8,055.00 \$24,165.00
					Sales Tax	\$0.00
			Estima	ted Shippi	ng Charges	<b>\$0.00</b>
					Total	\$24,165.00
Author	ized Signature		Ginr	ny Lavorat	а	

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.



Sold To: Bensenville, Village of Ginny Lavorata 717 E. Jefferson Bensenville, IL 60106-2130 Temple Display, Ltd. 114-C Kirkland Circle Oswego, IL 60543 Phone 630-851-3331 Fax 630-851-4144

Bensenville, Village of

Bensenville, IL 60106-2130

# SALES ORDER

 Sales Order #
 TDLQ27142

 Date
 10/12/2017

 Sales Rep.
 Vicky

## Best Way / ASAP

Ship To:

Ginny Lavorata

717 E. Jefferson

P.O.#		Ship Via/Date:	Terms:	<b>NET 30</b>	Shipping:	Prepay & Add
Qty	Part No.	Description			Unit Price	Ext. Price
100		25' of 12-3-1 artificial garlar Cool White Lamps ever 12" Price before discount = \$26 25% discount			\$268.50	\$26,850.00
		25.0% Discount				-\$6,712.50
					SubTotal	\$20,137.50
					Sales Tax	\$0.00
			Estima	ted Shippir	ng Charges	
					Total	\$20,137.50
Auth	orized Signature		Ginr	iy Lavorat	а	

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:** Ordinance

#### SUBMITTED BY: K. Pozsgay

<u>nce</u>

DEPARTMENT:



## **DESCRIPTION:**

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:

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

	Financially Sound Village Quality Customer Oriented Services Safe and Beautiful Village	х	Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors	
CON	MITTEE ACTION:		DATE:	
Voted	unanimously to deny the Conditional Use Permit (5	- 0)	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 Board.

## **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.
- 3. On 10.17.17 the Village Board Committee of the Whole voted unanimously (5-0) to deny the requested Conditional use Permit.

## **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 Draft Ordinance Aerial & Zoning Maps Upload Date 10/10/2017 8/25/2017 <u>Type</u> Ordinance Backup Material

## 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:

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

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

<u>SECTION THREE</u>: 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.

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

**<u>SECTION SIX</u>**: 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 <sup>1</sup>/<sub>4</sub> 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 <sup>1</sup>/<sub>2</sub> 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
	<ul> <li>Whole.</li> <li>A public safety plan should be submitted for review to Bensenville Police for approval prior to Village Board Committee of the Whole. To include: <ul> <li>a. Laundromat staff</li> <li>b. Cameras and remote viewing</li> <li>c. Police authorization to bar subjects and/or arrest for trespass without contacting management</li> <li>d. Prohibition of amusement games</li> <li>e. Lighting</li> </ul> </li> </ul>
	<ul> <li>f. Detention area maintenance</li> <li>g. Limitations on the hours of operation</li> <li>5. A detailed water use and discharge plan should be submitted to</li> <li>Bensenville Public Works prior to Village Board Committee of the Whole.</li> <li>6. Market analysis to document the Public Necessity for the prosed use.</li> </ul>
	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 CDC#2017 - 21

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



Village of Bensenville





TYPE: Ordinance

**DESCRIPTION:** 

## SUBMITTED BY:

Ordinance Adopting Changes to the Facade Improvement Program

<u>S. Viger</u>

DEPARTMENT: Community & Economic Development **DATE:** 10.24.17

10.17.17

 Supports THE FOLLOWING APPLICABLE VILLAGE GOALS:

 X
 Financially Sound Village

 X
 Quality Customer Oriented Services

 X
 Safe and Beautiful Village

 X
 Vibrant Major Corridors

 COMMITTEE ACTION:
 DATE:

Committee of the Whole Voted 5 - 0 to approve.

## **BACKGROUND:**

- 1. The Village has operated a Façade Improvement 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 Board.

## **RECOMMENDATION:**

Staff respectfully recommends that the approval of the Ordinance.

## **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:

## ATTACHMENTS: Description

Ordinance

<u>Upload Date</u> 10/19/2017 <u>Type</u> Ordinance

#### ORDINANCE NUMBER

## AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AMENDING TITLE NINE OF THE BENSENVILLE VILLAGE CODE REGARDING FAÇADE IMPROVEMENT PROGRAM REQUIREMENTS

**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, in November of 2013, the Village enacted a Façade Improvement Program (the "*Program*") for the Downtown and Mid-Town/Irving Park Road corridor to provide for the public health, safety and welfare of the residents of the Village by promoting building investment and economic development while addressing the overall appearance and vitality of the areas in order to contribute to the overall benefit of the Village; and

WHEREAS, the Village desires to expand the Program throughout the Village in order to secure and maintain retail and commercial uses throughout the Village; and

**WHEREAS**, the President and Board of Trustees of the Village (the "*Corporate Authorities*") find it necessary to amend the Program's application requirements and require a contribution from eligible applicants in order to maximize the Village's investment in the Program.

**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 the adoption of this

Ordinance is in the best interests of the Village as well as in the public interest.

**Section 3**. Section 9-2-10 ("*Façade Improvement Program*") of Chapter Two ("*Building Code*") of Title 9 ("*Building Regulations*") of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read,

as follows:

#### 9-2-10: FACADE IMPROVEMENT PROGRAM

- A. Implementation: A facade improvement program is hereby implemented to promote the continued use and maintenance of commercial buildings in the village and to recommend granting incentives to business property owners for improvements to their building facades. The purpose of this program is to increase assessed valuation within the <u>village</u> village's downtown and Mid-Town/Irving Park Road corridor as established by the comprehensive economic development strategy. To be eligible for consideration, the business must be located within the downtown or Mid Town/Irving Park Road corridor. The facade improvement program shall be administered as follows:
  - Grant Eligibility: To be eligible for a facade improvement grant, a building must be used in whole or in part for retail or other commercial purposes. Business and property owners who are determined by the village manager or his designee to be in good standing with the village must propose to make facade and exterior building improvements, of which up to ten thousand dollars (\$10,000.00) in grant money can be made available as defined in subsection A3 of this section, to be eligible for a facade improvement grant. <u>Business or property owners are required to pay no less than fifty percent (50%) of the cost to complete any proposed facade or exterior building improvements to be eligible for a facade improvement grant. Building permit fees and related costs shall not be used to determine any business or property owner contribution.
    </u>
  - 2. Limit and Nature Of Grant Award:
    - a. Program incentives shall not exceed the annual amount made available within the village's annual fiscal budget, as <u>from time to time</u> determined by the village board of trustees.
    - b. Facade improvement program shall be administered by the community and economic development department. Prior to

receiving payment, the owner or contractor must submit to an inspection by the village staff of all eligible improvement costs, provide proof of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers. Contractor and subcontractor sworn statements shall provide evidence of work being completed in accordance with approved contract terms.

- 3. Eligible Costs: The following improvement costs are eligible for reimbursement from the facade improvement grant:
  - a. Installation, repair, and replacement of exterior exit doors to provide public access, meet current building and fire codes, and/or improve the overall appearance of the building;
  - b. Repair, replacement, or addition of exterior shutters and awnings, except for backlit and/or plastic awnings;
  - c. Repair and replacement of signs;
  - c. Repair, replacement, and installation of exterior stairs, porches, railings, and exit facilities;
  - d. Repair and rebuilding of exterior walls;
  - e. Repair of windows, frames, sills, glazing, replacement of glass, and installation of new windows;
  - d. Repair or construction of cornices in order to replicate the building's original facade;
  - e. Repair, installation, replacement, or addition of any other improvement the village manager or his designee deems appropriate; and
  - f. Other actions, aside from the aforementioned eligible costs, which have been determined by the board of trustees to increase the overall assessed valuation of the property.
- 4. Ineligible Costs: The following costs are not eligible for reimbursement from the facade improvement grant:
  - a. Building permit fees and related costs;
  - b. Interior work not related to the exterior improvements; and

- c. Plumbing.
- B. Application and Required Submittals: Applicants under this section shall be required to submit the following a complete application on forms required by the village and such other materials, as from time to time determined necessary by the director of the community and economic development department or village manager, to the community and economic development department via the method set forth below:

## 1. One completed original application, on a form approved by and provided by the village manager or his designee.

- C. Application Review and Approval Process:
  - 1. Upon the community and economic development department's receipt of application materials <u>and review</u>, it shall forward the facade improvement plan for consideration by the village board <del>community and economic development committee (CEDC)</del>. The <del>CEDC</del> village board shall consider the improvement as it relates to meeting the standards set forth within applicable design standards.
  - 2. The CEDC village board shall make a determination as to the determine project's compliance with applicable design standards and forward its recommendation of approval or denial to the village board of trustees. 3. Upon receipt of the CEDC's recommendation, the board of trustees shall consider the application and the community and economic development department's CEDC's recommendation, as well as a draft facade improvement agreement. The application and facade improvement grant agreement shall be approved by resolution duly adopted in order for the grant to be provided.
- D. Conditions: The applicant shall be subject to the following conditions:
  - 1. Upon approval of the application, the applicant shall enter into a facade improvement grant agreement with the village of Bensenville, the form and substance of which is acceptable to the village attorney, and to be provided by the village manager, which shall govern the use of the grant. The village manager is hereby authorized to execute the agreement on behalf of the village, upon approval of the provision of the grant by the village board. The agreement

shall be recorded with the office of the DuPage County recorder of deeds.

2. Should the applicant be found to have improperly used the grant money or to have otherwise abandoned the grantsubject property before completion of the eligible cost items, the village shall have a lien against the property in its favor in the amount of the facade improvement grant released to the applicant and not used to pay any designated contractor for work undertaken as part of the facade improvement program.

**Section 4**. 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 5**. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6**. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided 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.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:\_\_\_\_\_

NAYS:\_\_\_\_\_

ABSENT:

TYPE: Ordinance

#### SUBMITTED BY: M. Ribando

**DEPARTMENT:** Village Manager's Office

DATE: October 24, 2017

## **DESCRIPTION:**

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:

\_\_\_\_\_

Х Х

#### Financially Sound Village **Quality Customer Oriented Services**

Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## COMMITTEE ACTION:

Safe and Beautiful Village

COW 5-0 Unanimous.

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 Board.

## **RECOMMENDATION:**

Staff recommends adoption of Ordinance.

## **BUDGET IMPACT:**

N/A

## **ACTION REQUIRED:**

Approval of the Ordinance amending Village liquor regulations.

## **ATTACHMENTS:**

**Description** 

Ordinance

Upload Date 10/12/2017

**Type** 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:**

#### VILLAGE PRESIDENT: The President and Chief Executive Officer of the Village

#### LOCAL LIQUOR COMMISSIONER: The Village President

**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. 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.

**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 <u>be declared forfeited</u> and revoked <u>automatically by order of the village president</u> if the licensee shall voluntarily terminates, <u>closes the premises</u> 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. <u>Appeals from the decision of the local</u> <u>liquor control commissioner shall be taken to the Illinois Liquor Control</u> <u>Commission in the manner provided by the Illinois Liquor Control Act, as from</u> <u>time to time supplemented and amended. Every review by the Illinois Liquor</u> <u>Control Commission shall be limited to a review of the official record of the proceedings of the local liquor control commissioner.</u>

**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:** Resolution SUBMITTED BY: Joe Caracci DEPARTMENT: Public Works **DATE:** October 24, 2017

## **DESCRIPTION:**

Resolution Authorizing Payment to Ex-Stink Plumbing of Fox Lake, Illinois 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 Quality Customer Oriented Services Safe and Beautiful Village X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## **COMMITTEE ACTION:**

Approved 5-0

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 Village Board.

## **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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:**

Motion to Approve 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:

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
RES - Sewer Repair at 517 W Green Street	10/11/2017	Resolution Letter
INVOICE - Sewer Repair at 517 W Green Street	10/11/2017	Backup Material

#### **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing 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.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

## APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES:		 	
NAYS:	 	 	

ABSENT: \_\_\_\_\_

## Ex-Stink Plumbing & Sewer 19 Hillcrest Ave

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 (\$)	
<b>Repair Sewer:</b> , Saw cut street where necessary. Exca						

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 :

# Ex-Stink Plumbing & Sewer

19 Hillcrest Ave Fox Lake, Illinois 60020, United States P.: 847-587-4800 E.: hvcplumbing@gmail.com North Contraction of the second secon

\$ 5,205.00

\$ 0.00

\$0.00 **\$ 5,205.00** 

\$ 0.00 **\$ 5,205.00** 

Invoice Submitted To: Village of Bensenville

hole with gravel to grade (supplied by Village)

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			

Total: (+) Tax:

Discount:

Grand Total: Amount Paid:

Amount Due:

Job Code	Job Address				
7695 517	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	1.00	5,205.00	0.00	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.

TYPE:

#### SUBMITTED BY: Joe Caracci

\_\_\_\_\_

<u>Resolution</u>

f: DEPARTMENT: Public Works DATE: October 24, 2017

## **DESCRIPTION:**

Resolution 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

## **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:**

Approved 5-0

DATE:

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 Village Board.

## **RECOMMENDATION:**

At the 10/17/2017 Committee of the Whole meeting, the Committee unanimously recommended approval (5-0) 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:**

Motion to Approve 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** RES - Sewer Repair at 434 Barron INVOICE - Sewer Repair at 434 Barron Upload Date 10/10/2017 10/10/2017 <u>Type</u> Resolution Letter Backup Material

#### **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:

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing 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.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

## APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk
AYES: \_\_\_\_\_\_
NAYS: \_\_\_\_\_
ABSENT: \_\_\_\_\_

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	19-	INVOICE	Nº 217827
ALL SEASONS Plumbing & Sewer Inc.		24 Hours a Day	OFFICE: (708) 656-2881 (708) 579-2883 FAX: (708) 656-7583
		Residential	/ Commercial and Industrial:

COUNTRYSIDE, IL. 60525	COUNT	RYSIDE,	IL. 6	60525
------------------------	-------	---------	-------	-------

Plumbing • Hydrojetting • Sewer • Video Inspection • RPZ Valves/Water Lines • Design/Build Waste Remediation Systems Dump Truck and Backhoe Services • Blue Print Reconstruction & Updating

	Dump Truck and Dacknoe Ger							
JOB NO.	P.O. NO.	DATE						
INVOICE	PHONE 22.4-766-0767	TENANT PHONE						
NAME Abelia Hernand	NAME Abelia Hernandez / Bensonville public works							
ADDRESS 434 Barron		STATE IL	ZIP 60106					
	OTHER							
DESCRIPTION AMOUNT								
Contractors will a	ig parkway app 12 ft.	and also						
	et to main line. Remov							
	Scheduk 40 pvc pipes p							
	in contractors will surr							
	gravel and backfill had							
	ith 3/4 in gravel, and lete		in .					
concrete, All debi	will be cleaned up and	nora lea						
away .								
			MATERIALS & LABOR					
العويب	· · ·		PERMITS & FEES					
Supervis	ors.S. satu		TOTAL \$8,000					
	Vale		DEPOSIT					
Director	nature note	7	BALANCE					
SUBMITTED BY		DAT	E 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.								
□ VISA □ DISCOVER ACCOUN □ MASTERCARD ALL CL	TNO EXPIRATION		APPROVAL NO					
ALL Cr			DATE					
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 SeasonsPlumbing in enforcing the covenants_and agreements of this agreement.								

NOT RESPONSIBLE FOR LANDSCAPING, BROKEN SEWER. TREE ROOTS IN SEWER

$\int_{0}^{1} \frac{d^{2} (x - b)}{dx - b} \frac{d^{2} (x - b)}{dx - b} dx$			/							
All Season	s Plum	bing	& Sewe	r Solutio	ons					
773.947.4941	sewerse	rvice2@	gmail.com	n 708	3.354.2222					
INVOICE										
24 Hours A Day										
Residential / Commercial / Industrial:										
Plumbing • Hydr	ojetting • Sewer	• Video In:	spection • RPZ Va	alves/Water Lines						
Design/Build Waste Remediation Sy JOB NO.	stems • Dump	Fruck & Bad	khoe Services •	Blue Print Recons	struction & Updating					
JOR NO.	P.U. NO.	1.14		DATE						
INVOICE	PHONE			TENANT PHONE						
NAME (1/2 C Banker (1))	1 P.11:	Incha	1 MARK							
ADDRESS Y 34 Barron ST				STATE	ZIP 60106					
		Benson		IL						
CASH	C	HARGE	BILLI	NG	OTHER					
	I	DESCRIPTIO	N							
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SIDD. WILL HOUTISHIELD	in or ye	hel i			L lad durale					
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				MATERIALS &	L					
				LABOR PERMITS						
	& FEES									
TOTAL \$ 3,000										
				DEPOSIT						
			mann	BALANCE						
SUBMITTED BY:	SIG		AH	BALANCE	DATE: 90-2-17					
ACCEPTED: The above prices, specifications and conditions and		e herby	W							
accepted. You are authorized to do the work as specified. Pa completion unless prior billing arrangements have been appre-	yment will be due upo	on CUS			DATE: 10-2-17					
					_ APPROVAL NO					
/ ALL				LUMBING & SEWER SO						
I hereby certify that the above work has been satisfactor TERMS: Payment on completion or prearranged billing for com				1/2% per month (appua	DATE:					
open balances 30 days past the work completion date. The cu shall be made and incurred by: ALL SEASONS PLUMBING & SE NOT RESPONSIBLE FOR LANDSCAPING, BROKEN SEWER, TREE	istomer further conve WER SOLUTIONS in en	nants and agre	es to pay and discharge	all reasonable costs, att	torney's fees and expenses that					
I fully understand the plumber repaired the sewer only.		that I do not	nave a flood control s	ystem.						
SIGNATURE:			DATE:	<u> </u>						
How would you rate the treatment you received fr		Excellent	Very Good	Average	Poor Very Poor					
How would you rate the performance of our plumi	pers?	Excellent	Very Good	Average	Poor Very Poor					

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## "0015648?" C71001122C 300700213"

	e of Bensenville, Bensenville IL 60106-1987			Check Number		00156487	
Village of Invoice Date 09/26/2017		EMERGENCY SEWER REPAIR-434 BAR	ption	Check N GL-51050570549990		00156487 bice Amount \$11,000.00	
Vendor Nd 1449		Vendor Name PHILIP J. ORBECK	Check No. 00156487	Check Date 10/02/2017		Amount )00.00	
<u>Ordinance</u>	Amit Thakkar	<u>Finance</u>		<u>October 24, 2017</u>			
--	----------------------------------	-----------------	----------------------	---------------------------	--		
DESCRIPTION: <u>A Resolution Establi</u> <u>Taxation Act</u>	shing the Tax Levy Estimate in t	the Amount of S	\$5,280,588 for 201	<u>7 Per the Truth in</u>			
SUPPO	RTS THE FOLLOWING	APPLICA	<u>BLE VILLAGE</u>	<u>EGOALS:</u>			
X Financially S	ound Village	Ei	nrich the lives of R	esidents			
Quality Custo	omer Oriented Services	M	ajor Business/Cor	porate Center			
Safe and Bea	autiful Village	Vi	ibrant Major Corrid	lors			
<b>COMMITTEE A</b>	CTION:		DA	 ГЕ:			
Approved Unanimous	sly 5/0		Octo	ber 17, 2017			

DEPARTMENT.

DATE

SUBMITTED BV

#### **BACKGROUND:**

TVDE

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:**

Approval of the Resolution approving the 2017 Tax Levy estimate.

#### ATTACHMENTS:

Description Levy Estimate <u>Upload Date</u> 10/9/2017

<u>Type</u> Backup Material Levy Estimate Resolution

10/9/2017

# **EXHIBIT I to 2017 Levy Ordinance**

## Village of Bensenville

## 2017 Tax Levy

					Ι	ncrease /	
	20	16 Extension	20	017 Estimate	(]	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	
Senior Tax Total Village EAV	\$	<b>2016 Taxes</b> 510,608,673	\$	<b>2017 Taxes</b> 551,457,367	
			\$		
Total Village EAV		510,608,673	\$ \$	551,457,367	
Total Village EAV Tax Rate	\$	510,608,673 1.0080%		551,457,367 0.9576%	
Total Village EAV Tax Rate Average House Value	\$ \$	510,608,673 1.0080% 200,000.00	\$	551,457,367 0.9576% 200,000.00	
Total Village EAV Tax Rate Average House Value Average EAV	\$ \$ \$	510,608,673 1.0080% 200,000.00 66,666.67	\$ \$	551,457,367 0.9576% 200,000.00 66,666.67	

#### 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:\_\_\_\_\_

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance

\_\_\_\_\_

DATE: October 24, 2017

## **DESCRIPTION:**

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:

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

#### **COMMITTEE ACTION:**

Approved Unanimously 6/0

October 17, 2017

DATE:

## **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 2011A Abatement Ordinance

<u>Upload Date</u> 10/9/2017 <u>Type</u> Resolution Letter

#### 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:\_\_\_\_\_

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance

\_\_\_\_\_

DATE: October 24, 2017

#### **DESCRIPTION:**

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:

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

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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 2011B Ordinance

<u>Upload Date</u> 10/9/2017 <u>Type</u> Cover Memo 

#### 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:

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

DEPARTMENT: Finance

\_\_\_\_\_

**DATE:** October 24, 2017

#### **DESCRIPTION:**

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:

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

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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 2011C Ordinance

<u>Upload Date</u> 10/9/2017 <u>Type</u> 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

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

DEPARTMENT: Finance **DATE:** October 24, 2017

#### **DESCRIPTION:**

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:

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

\_\_\_\_\_

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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,

## ATTACHMENTS: Description

Ordinance 2011D

<u>Upload Date</u> 10/9/2017 <u>Type</u> 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:\_\_\_\_\_

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance

\_\_\_\_\_

**DATE:** October 24, 2017

#### **DESCRIPTION:**

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:

Financially Sound Village Quality Customer Oriented Services Safe and Beautiful Village

Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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 Ordinance 2012A

<u>Upload Date</u> 10/9/2017 <u>Type</u> Cover Memo 

#### 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 22<sup>nd</sup> 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

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance

\_\_\_\_\_

**DATE:** October 24, 2017

#### **DESCRIPTION:**

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:

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

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

**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 2012B Ordinance

<u>Upload Date</u> 10/9/2017 <u>Type</u> 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 22<sup>nd</sup> 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:

#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

DEPARTMENT: Finance **DATE:** October 24, 2017

#### **DESCRIPTION:**

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:

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

Approved unanimously 6/0

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 Ordinance

<u>Upload Date</u> 10/11/2017 <u>Type</u> Cover Memo 

#### 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 22<sup>nd</sup> 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:\_\_\_\_\_

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

DEPARTMENT: Finance DATE: October 24, 2017

#### **DESCRIPTION:**

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:

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

\_\_\_\_\_

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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**

Ordinance

Upload Date 10/11/2017 <u>**Type**</u> Cover Memo 

#### 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 25<sup>th</sup> 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:\_\_\_\_\_

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance

\_\_\_\_\_

**DATE:** October 24, 2017

#### **DESCRIPTION:**

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:

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

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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 Ordinance

<u>Upload Date</u> 10/11/2017 <u>Type</u> Cover Memo 

#### 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 25<sup>th</sup> 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:\_\_\_\_\_

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance

\_\_\_\_\_

**DATE:** October 24, 2017

#### **DESCRIPTION:**

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:

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

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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

## ATTACHMENTS: Description

Ordinance

<u>Upload Date</u> 10/11/2017 <u>Type</u> Cover Memo

#### 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 10<sup>th</sup> 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:\_\_\_\_\_

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

DEPARTMENT: Finance DATE: October 24, 2017

## **DESCRIPTION:**

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:

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

\_\_\_\_\_

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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,
## ATTACHMENTS: Description

Ordinance

<u>Upload Date</u> 10/11/2017 <u>Type</u> 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 15<sup>th</sup> 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:

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

DEPARTMENT: Finance

\_\_\_\_\_

DATE: October 24, 2017

## **DESCRIPTION:**

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:

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

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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 Ordinance

<u>Upload Date</u> 10/11/2017 <u>Type</u> 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 18<sup>th</sup> 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:

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#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance

\_\_\_\_\_

DATE: October 24, 2017

## **DESCRIPTION:**

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:

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

## **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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 Ordinance

<u>Upload Date</u> 10/11/2017 <u>Type</u> 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 18<sup>th</sup> 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:

Х

#### SUBMITTED BY: Amit Thakkar

<u>Ordinance</u>

**DEPARTMENT:** Finance **DATE:** October 24, 2017

## **DESCRIPTION:**

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:

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

\_\_\_\_\_

#### **COMMITTEE ACTION:**

Approved unanimously 6/0

October 17, 2017

DATE:

## **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,

## ATTACHMENTS: Description

Ordinance

<u>Upload Date</u> 10/11/2017 <u>Type</u> 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 18<sup>th</sup> 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:

Х

Х

Х

#### SUBMITTED BY: M. Ribando

<u>Resolution</u>

**DEPARTMENT:** <u>Village Manager's Office</u> **DATE:** October 24, 2017

## **DESCRIPTION:**

Resolution Adopting the 2018 Meeting Schedules for the Village of Bensenville

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

Financially Sound Village

- Quality Customer Oriented Services
- Safe and Beautiful Village

 X
 Enrich the lives of Residents

 X
 Major Business/Corporate Center

 X
 Vibrant Major Corridors

## **COMMITTEE ACTION:**

COW 5-0 Unanimously.

**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	<u>Upload Date</u>	<u>Type</u>
Resolution	10/11/2017	Cover Memo
2018 Board Meeting Schedule	10/11/2017	Cover Memo
2018 COW Meeting Schedule	10/11/2017	Cover Memo

#### **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:

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

<u>SECTION TWO:</u> 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 24<sup>th</sup> day of October, 2018.

## APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes:

Nays: \_\_\_\_\_

Absent:

## 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 6:30 p.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 November 13, 2018\* December 18, 2018\*

\*Meeting begins at 6pm.

TYPE:

X

#### SUBMITTED BY: Joe Caracci

Resolution

DEPARTMENT: Public Works

DATE: October 24, 2017

## **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Patrick Engineering for the Removal of the Underground Storage Tank (UST) at the WWTP in a Not to Exceed amount of \$27,250

#### **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 Vibrant Major Corridors \_\_\_\_\_

#### COMMITTEE ACTION:

Discussion at COW

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.

Our liability insurance broker is having difficulty in finding anyone to insure our tank into the future. Removal of the tank is recommended. 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.

## **KEY ISSUES:**

Public Works sought proposals from three qualified consultants who could provide a turn-key approach to the tank removal. Two firms submitted proposals. The proposals included scope that included the necessary engineering, securing permits from the State Fire Marshall, any soil testing required, construction to remove the tank, and project oversight. The proposals assume that no release of contaminants are found and the removal will be straight forward. Should the Office of the State Fire Marshall determine that a release has occurred, the removal will become more difficult and be entered into the IEPA Leaking Underground Storage Tank (LUST) Program.

The proposals were very similar in scope, however some minor differences were identified. In order to compare the proposals on like terms, add-on costs are identified in the table below. The resulting costs of each proposal are as follows:

Firm	Base Bid	Add-on costs	Total Cost
Patrick Engineering	\$24,000.00	\$775.00	\$24,775.00
True North Consultants	\$25,710.00	\$865.00	\$26,575.00

From a base bid perspective, the quantity of soil samples was the only identified discrepancy between the bids. Patrick Engineering estimated six samples while True North estimated ten samples. Patrick has clarified that their proposal anticipates six samples but will cover up to ten samples as necessary.

Firm	Pumping	Pumper Truck	Drum Disposal	Add'l sampling	Total Add-on
Patrick	\$25.00	\$400.00	\$350.00	\$0.00	\$775.00
True North	\$30.00	\$440.00	\$395.00	\$0.00	\$865.00

There will also be add on costs that include final pumping (50 gallons estimated for removing the last bit of fuel

or groundwater), use of a pumper truck (4 hours estimated), and drum disposal (1 drum estimated). These quantities/costs are difficult to quote, but will be necessary. I have made assumptions on the quantities in order to provide an accurate project cost. I also recommend an additional 10% contingency for any additional pumping or testing that the State Fire Marshall may require during the project.

The Patrick Engineering proposal with add-ons and a 10% contingency equates to a recommended approval of \$27,250.

Staff has not worked with Patrick in the past, but they have a great reputation and come with great recommendations. We recommend moving forward with Patrick in order to get the project started and complete before the end of the calendar year.

## ALTERNATIVES:

Discretion of the Village Board.

## **RECOMMENDATION:**

Staff recommends approval in the amount of \$27,250

## **BUDGET IMPACT:**

This is an unbudgeted item, but funds will come from the CY2017 CIP Budget

## **ACTION REQUIRED:**

Approval a Resolution Authorizing the Execution of a Contract with Patrick Engineering for the Removal of the Underground Storage Tank (UST) at the WWTP in a Not to Exceed amount of \$28,133

#### ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Туре</u>
RES - UST Removal	10/18/2017	Backup Material
PROPOSAL - UST Removal - Patrick	10/18/2017	Backup Material
PROPOSAL - UST Removal - True North	10/18/2017	Backup Material
EMAIL - Patrick Sampling Confirmation	10/19/2017	Backup Material

#### **RESOLUTION NO.**

## AUTHORIZING THE EXECUTION OF A CONTRACT WITH PATRICK ENGINEERING FOR THE REMOVAL OF THE UNDERGROUND STORAGE TANK (UST) AT THE WWTP IN THE NOT TO EXCEED AMOUNT OF \$27,250

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 owns and operated a Wastewater Treatment Plant (WWTP), and

WHEREAS the plant has backup generators that use diesel fuel to power the generators, and

WHEREAS the diesel fuel is stored in a 10,000 gallon underground storage tank (UST), and

WHEREAS the tank was installed in 1973, and

WHEREAS our liability insurance carrier will no longer be able to insure the tank due to its age, and

WHEREAS staff sought proposals for the removal of the tank, and

WHEREAS Patrick Engineering provided the lowest cost proposal for the tank removal in the amount of \$27,250 (which includes anticipated add-on costs and a 10% contingency), and

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Patrick Engineering for the UST Removal at the WWTP in an amount of \$27,250.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 24, 2017.

## APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk		
AYES:	 	
NAYS:	 	
ABSENT:		



October 17, 2017

Mr. Joseph Caracci, P.E. Director of Public Works Village of Bensenville 717 E. Jefferson Street Bensenville, Illinois 60106

Subject: Proposal to Remove Diesel Underground Storage Tank Bensenville Department of Public Works Facility, Bensenville, Illinois

Reference: Patrick Proposal No. 2B7WR0093

Dear Mr. Caracci:

This letter presents Patrick Engineering Inc.'s (Patrick's) proposal to the Village of Bensenville (Bensenville) to remove a diesel fuel underground storage tank (UST) at the public works facility located at 717 E. Jefferson, Bensenville, Illinois (Site). This proposal is submitted in accordance with Bensenville's verbal request for proposal on October 6, 2017.

#### **BACKGROUND INFORMATION**

Bensenville currently utilizes a 10,000-gallon-capacity UST to store diesel fuel for its backup generators at the Site. The UST is located east of the Public Works Control Building, between the exterior wall and a paved facility road. The UST is connected to a smaller "day-tank" inside the building by buried piping and utilizes a leakage detection system to monitor for leaks. Based on information provided by Bensenville, Patrick understands the UST is made of fiberglass. The tank was installed approximately 40 years ago according to Bensenville's records, and no leaks have been detected.

Bensenville has decided to replace the UST with aboveground fuel storage tanks for insurance reasons. As a result, they have requested proposals for turnkey removal of the existing UST, including backfilling the excavation. An Illinois-licensed UST-removal contractor will be required to remove and dispose of the tank in accordance with the Illinois Office of State Fire Marshal (OSFM) regulations. UST removal must be coordinated with OSFM, and inspected by an OSFM Storage Tank Safety Specialist (STSS). If the OSFM STSS determines that the tank has not leaked and no release of fuel has occurred, the excavation is to be backfilled and the Site restored. If the OSFM STSS finds evidence of a leak or other release, the Site will need to be remediated in accordance with OSFM and IEPA regulations. Patrick's proposal assumes that no leak or release has occurred and that the tank will be removed and the excavation backfilled immediately.

#### **SCOPE OF SERVICES**

Patrick's proposed base scope of services includes:

- 1. Obtaining the OSFM Tank Removal Permit
- 2. Notifying public utilities through the Illinois One-call System (JULIE) to locate underground utilities in accordance with Illinois State law
- 3. Providing a private utility locator to perform private underground utility locates in the area of the excavation

Village of Bensenville October 17, 2017



- 4. Mobilizing the necessary labor and equipment to the Site
- 5. Opening the tank, pumping, and disposing of remaining tank contents (unit prices are included for this item)
- 6. Purging the tank of flammable vapors
- 7. Providing wood timbers and crushed limestone aggregate (Illinois Department of Transportation grade CA-6 or equivalent) to protect the new curb and sidewalk adjacent to the tank location
- 8. Excavating topsoil and set aside for potential reuse
- 9. Uncovering and removing an existing concrete slab over the tank
- 10. Hauling concrete offsite for disposal as a recyclable material
- 11. Excavating and removing one (1) 10,000-gallon fiberglass UST
- 12. Opening and cleaning the tank interior
- 13. Removing associated product and vent piping up to the Control Building Wall
- 14. Hauling and properly disposing of the fiberglass tank and piping to an approved disposal facility
- 15. Furnishing a certificate of tank destruction
- 16. Collecting up to a total of six (6) samples of soil from the excavation (one from each excavation sidewall and two from the excavation bottom)
- 17. Delivering samples to an accredited environmental testing laboratory for analysis
- 18. Backfilling the tank excavation with stockpiled soils, imported IDOT gradation CA-7 aggregate (or equivalent), CA-6 aggregate used to protect the curb and sidewalk and imported topsoil
- 19. Managing the removal contractor, documenting the removal efforts, coordinating with Bensenville personnel
- 20. Documenting proper removal and disposal of the tank to OSFM

Additional Scope of Work – Sidewalk Repair. If the existing sidewalk is damaged during removal of the tank, Patrick will furnish labor, equipment and materials to restore up to 30 linear feet of concrete sidewalk (5 feet wide and 4 inches thick). Concrete will be 4,000 psi concrete. Additional linear footage beyond 30 feet will be charged at \$55.00 per linear foot.

#### ASSUMPTIONS

Patrick has made the following assumptions in preparation of this proposal. If the conditions encountered during excavation and removal of the tank vary from these assumptions, Patrick will contact Bensenville immediately to discuss the implications and a potential change order. No work beyond the scope described in this proposal will be performed without written approval from Bensenville.

- 1. Patrick's scope and fee assume the OSFM determines that no release has occurred and no remediation is necessary.
- 2. Patrick's scope and fee are based on information provided by Bensenville, and assume the UST is made of fiberglass.
- 3. No shoring or other means are necessary to support adjacent utilities (electrical vault, etc.) during excavation, removal of the tank, and/or backfill.
- 4. Grass and landscaping will be repaired and replaced by Bensenville.
- 5. The concrete tank tie-down slab will remain in the excavation.
- 6. There is an existing groundwater monitoring well near the tank. Patrick has not included abandonment of this monitoring well in this proposal, but can provide this service if requested.
- 7. Patrick's scope and fee do not include remediation of impacted soil and groundwater. Patrick can provide turnkey Site assessment and remediation services, and will notify Bensenville to negotiate a mutually agreeable contract modification if the OSFM STSS determines that a petroleum release has occurred.

Village of Bensenville October 17, 2017



#### SCHEDULE

Patrick understands that Bensenville plans to award the contract following its regularly scheduled board meeting on October 24. If Patrick is selected, Patrick anticipates completing the project scope of work by December 31, 2017 pending award on October 24.

#### **PROJECT FEE**

Patrick proposes to perform the scope of services for a Lump Sum Fee of Twenty-Four Thousand Dollars (\$24,000.00). The additional fee for the alternate scope, sidewalk repair, is three thousand five hundred dollars (\$3,500.00).

Additional unit costs for removal and disposal of liquid contents of the tank are:

- 1. Pump and dispose of liquid as non-hazardous waste
- 2. 5,000-gallon pumper truck transportation (port to port)

3. Drum and dispose of non-pumpable tank sludge

#### AGREEMENT AND AUTHORIZATION

To authorize Patrick to proceed with these services, please have the appropriate person execute the attached Client Project Agreement with Environmental and Geotechnical Addendum and return to the undersigned at Patrick Engineering Inc. Receipt of the signed Agreement will serve as our notice to proceed.

Thank you for this opportunity to provide engineering and construction services on this project. If you would like to discuss this proposal in further detail, please feel free to contact either of the undersigned at 630-795-7200.

Sincerely,

PATRICK ENGINEERING INC.

Matthew D. Breitenbach, P.E. Project Manager

Gary F. Goodheart, P.E. Vice President – Water Resources

mdb;smc Attachment: Client Project Agreement with Environmental and Geotechnical Addendum

 $\label{eq:list-fsr-03} fs2-archive\proposals$ 

ort) \$100.00 per hour \$350.00 per drum

\$0.50 per gallon



ENGINEERING INCLUDING THE STANDARD ADDENDUM FOR ENVIRONMENTAL AND/OR GEOTECHNICAL SERVICES

This Agreement between Patrick Engineering Inc. (PATRICK) and **Village of Bensenville**, 717 East Jefferson Street, Bensenville, Illinois 60106 (CLIENT) consists of these terms, the proposal (including attachments thereto) identified as Proposal No. 2B7WR0093 and dated October 17, 2017 and PATRICK's Standard Addendum for Environmental and/or Geotechnical Services. This Agreement is effective this **17th** day of **October**, **2017**.

## ARTICLE I: SCOPE OF SERVICES

The Scope of Services to be performed by PATRICK is set forth in the foregoing proposal ("Services"). CLIENT may request, orally or in writing, changes to the Services. In the event PATRICK agrees, in writing, to such changes in the Services, the changes are binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Services performed at CLIENT's request. PATRICK shall not, however, be liable for failure to perform or execute any changes in Services unless such changes are agreed to in writing by PATRICK. Any services performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

#### ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Services with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances.

If, during the one (1) year period following completion or termination of the Services, it is shown that these standards have not been met, and CLIENT has promptly notified PATRICK in writing of such failure, PATRICK shall perform, at its cost, such corrective services as may be necessary within the scope of the Services to remedy such deficiency. THIS REMEDIAL OBLIGATION SHALL CONSTITUTE PATRICK'S SOLE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO PATRICK'S SERVICES AND THE ACTIVITIES INVOLVED IN THEIR PERFORMANCE, IRRESPECTIVE OF PATRICK'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT. PATRICK MAKES NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED AND THE WARRANTIES PROVIDED IN THIS ARTICLE III SHALL BE EXCLUSIVE OF ANY OTHER WARRANTIES INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OF FITNESS FOR PURPOSE OR MERCHANTABILITY, AND OTHER STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THIS CLAUSE ARE EXPRESSLY WAIVED.

#### ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim, law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PATRICK may use and publish CLIENT's name and a general description of the Services in describing PATRICK's experience to other clients or potential clients.

## ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Services are to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may occur. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (e.g., without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Services are to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT and others (including the location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless



INCLUDING THE STANDARD ADDENDUM FOR ENVIRONMENTAL AND/OR GEOTECHNICAL SERVICES

specified in the scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and indemnify PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure in this regard.

#### ARTICLE V: BILLING, PAYMENTS AND COLLECTION

Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PATRICK's schedule of Standard Charges in effect at the time the Services are performed. Invoices will be submitted monthly and are due upon receipt. If CLIENT objects to an invoice, CLIENT shall notify PATRICK in writing within fifteen days of receipt of the invoice, give the reasons for the objection, and pay that portion of the invoice not in dispute within thirty days of receipt of the invoice. Any unpaid, undisputed invoice that is thirty days past due shall be assessed a late payment charge of 1.5 percent per month. PATRICK shall have the right to terminate this Agreement upon ten days notice if payment as to any undisputed invoice is sixty days past due. CLIENT agrees to reimburse PATRICK its full costs of collection of any amounts due and unpaid after sixty days, including reasonable attorney's fees, court costs and the reasonable value of PATRICK's time spent on collection of such amounts.

#### ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. A copy of PATRICK'S current insurance coverages and limits is available upon CLIENT's request.

When Services provided by PATRICK result in work to be performed by others under contract to CLIENT, CLIENT shall include in the contract with the party(ies) performing the work the requirement that PATRICK shall be named as Additional Insured on the party(ies) Commercial General Liability Policy and Automobile Liability Policy on a primary and noncontributory basis on Form CG2037 and CG2010.

THE PARTIES HAVE ASSESSED THE RELATIVE RISKS AND BENEFITS WHICH WILL ACCRUE TO EACH IN THE PERFORMANCE OF THE SERVICES AND HAVE AGREED THAT PATRICK'S TOTAL AGGREGATE LIABILITY TO CLIENT (OR ANYONE CLAIMING BY OR THROUGH CLIENT) FOR ANY INJURY TO PERSON OR PROPERTY, CLAIMS, DAMAGES, EXPENSES, COSTS OR LOSSES OF ANY KIND, FROM ANY CAUSE WHATSOEVER REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID TO PATRICK UNDER THIS AGREEMENT OR \$25,000, WHICHEVER IS LESS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT OR TORT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSSES FROM INTERRUPTION OF BUSINESS.

#### ARTICLE VII: INDEMNIFICATION

- (A) To the fullest extent permitted by law, PATRICK shall indemnify and hold CLIENT and its employees, harmless from and against all third party demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") to the extent caused by the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, subconsultants and subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents, subconsultants and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property or (ii) the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents



INCLUDING THE STANDARD ADDENDUM FOR ENVIRONMENTAL AND/OR GEOTECHNICAL SERVICES

or subcontractors. The indemnity obligations stated herein shall survive the termination of this Agreement.

It is further intended by the parties to this Agreement that PATRICK's services in connection with the Services shall not subject PATRICK's individual employees, officers or directors to any personal legal exposure for the risks associated with the Services. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the PATRICK, an Illinois corporation, and not against any of the its individual employees, officers or directors.

#### ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

#### ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided to PATRICK prior to the start of the Services. PATRICK will be responsible only for the on-site activities of its employees. If the Services include site visits, for example, to observe construction activities for general compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

#### ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS

Documents prepared by PATRICK are instruments of its Services and PATRICK retains all common law, statutory and other reserved rights, including copyright. PATRICK agrees that CLIENT will have the non-exclusive, limited, worldwide, royalty free, non transferable and non-assignable, and non-sublicenseable, right to use the documents on the project identified in the Scope of Services. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

#### ARTICLE XI: DELAYS

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Services to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

#### ARTICLE XII: SUCCESSOR, ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.



ENVIRONMENTAL AND/OR GEOTECHNICAL SERVICES

#### ARTICLE XIII: TERMINATION

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination, plus any unpaid reimbursable expenses and reasonable costs relating to the termination, including reassignment of staff.

#### ARTICLE XIV: SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

#### ARTICLE XV: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties to this Agreement agree that any litigation under or regarding this Agreement will be brought only in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

#### ARTICLE XVI: ENTIRE AGREEMENT

CLIENT, by the undersigned, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PATRICK proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PATRICK by CLIENT shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement or any Addendum attached hereto. This Agreement may be amended or modified as set forth in Article I or by a written instrument signed by both parties. Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

#### VILLAGE OF BENSENVILLE

Signature

Printed Name

Title

Date

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V Mays	

NAK ENAMEERINA INA

Jeffrey C. Schuh Printed Name

President Title

October 17, 2017 Date

Ref: r:\proposals a-d\bensenville, village of\2b7wr0093 - bensenville ust removal\client project agreement 10-17-17.doc



ENGINEERING

## INCLUDING THE STANDARD ADDENDUM FOR ENVIRONMENTAL AND/OR GEOTECHNICAL SERVICES

## Standard Addendum for Environmental and/or Geotechnical Services

#### SECTION 1 - AGREEMENT.

This Addendum is made a part of the attached Client Project Agreement and is incorporated as though fully set forth therein.

#### SECTION 2 – POTENTIAL FOR DAMAGE TO PROPERTY.

PATRICK shall backfill borings or excavations upon completion of its work in accordance with the scope of services. CLIENT acknowledges that backfill may settle over time, requiring additional filling to avoid hazardous or unsafe conditions. CLIENT agrees that PATRICK shall not be responsible for additional backfilling, or liable for injuries or damage caused by settled backfill.

#### SECTION 3 – POTENTIAL FOR CROSS-CONTAMINATION.

CLIENT acknowledges that commonly used methods of subsurface investigation, such as soil borings, trenching and sampling, may penetrate through a contaminated area and create a subsurface pathway for environmental contamination to reach uncontaminated soil or groundwater ("cross-contamination"). While backfilling with grout (or using other generally accepted means) is intended to seal such pathways, CLIENT acknowledges that such a seal may be imperfect and agrees not to hold PATRICK or its subcontractor liable or responsible for such cross-contamination unless caused directly by a grossly negligent act, error or omission of PATRICK or its subcontractor.

#### SECTION 4 – DISPOSITION OF SAMPLES, CUTTINGS AND EQUIPMENT.

No samples of soil or rock will be kept by PATRICK longer than sixty days after submission of PATRICK's report, unless otherwise agreed. If samples collected by or received by PATRICK as part of the Services contain or are suspected to contain petroleum hydrocarbons, Hazardous Substances, Hazardous Constituents or other pollutants as defined by federal, state or local laws (collectively referred to herein as "Hazardous Substances"), PATRICK will, after completion of testing, (1) return such samples to CLIENT, or (2) using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of samples. CLIENT acknowledges and agrees that PATRICK is acting as a bailee and at no time assumes title to such contaminated samples or materials. Unless otherwise agreed, drill cuttings and fluids generated during drilling and sampling operations which are suspected of containing Hazardous Substances will be placed by PATRICK in properly labeled drums and CLIENT shall take responsibility for lawful removal, transport and disposal of these materials. All laboratory and field equipment contaminated with Hazardous Substances during performance of the Services which cannot be reasonably decontaminated shall become the property and responsibility of the CLIENT, for which CLIENT shall pay PATRICK fair market value.

#### SECTION 5 – DISCOVERY OF UNANTICIPATED CONDITIONS.

Discovery of unanticipated Hazardous Substances, underground obstructions, underground utilities or other latent obstructions to the performance of the Services shall constitute a changed condition mandating termination of the Services unless PATRICK and CLIENT are able to negotiate equitable adjustments to the scope of services, PATRICK's compensation and/or the time for performance. PATRICK will promptly notify CLIENT if such conditions are encountered.

#### SECTION 6 - NO GUARANTEE.

Because geologic and soil formations are inherently random, variable, and indeterminate in nature, PATRICK's opinions (including opinions regarding potential clean-up costs or quantity estimates) are

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INCLUDING THE STANDARD ADDENDUM FOR

ENVIRONMENTAL AND/OR GEOTECHNICAL SERVICES a representation of actual site conditions, the extent or quantity of contamination

not guaranteed to be a representation of actual site conditions, the extent or quantity of contamination, or costs, which are also subject to change with time as a result of natural or man-made processes.

#### SECTION 7 - ENVIRONMENTAL INDEMNIFICATION.

Without limiting in any way CLIENT's indemnity obligation set forth in the Agreement, CLIENT further agrees that, to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents and subcontractors harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorneys fees and costs of litigation ("Claims") caused by or resulting from (a) CLIENT's violation of any federal, state or local statute, regulation or ordinance relating to the management or disposal of Hazardous Substances, (b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Substances; or (c) the presence, discharge, release, or escape of Hazardous Substances at, on, under or from any site at which the Services are performed, except to the extent that such Claims are shown by final judgment to have been caused by the negligence or willful misconduct of PATRICK, its employees, agents or subcontractors.



I240 Iroquois Ave, Suite 206 Naperville, Illinois 60563

> P : 630 717 2880 F : 630 689 5881

mail@consulttruenorth.com

October 17, 2017

Mr. Joseph Caracci, P.E. Director of Public Works 717 E. Jefferson Street Bensenville, Illinois 60106

## RE: Proposal for Underground Storage Tank (UST) Removal and Consulting Village of Bensenville - Wastewater Treatment Plant 7II E. Jefferson Street, Bensenville, Illinois Proposal #TI7-523

Dear Mr. Caracci:

True North Consultants, Inc. (True North) is pleased to provide this proposal for the Village of Bensenville (Client) to perform underground storage tank (UST) removal and consulting services at the Village of Bensenville Wastewater Treatment Plant (WWTP) located at 711 E. Jefferson Street, Bensenville, Illinois (the Site).

## **PROJECT BACKGROUND**

The Bensenville WWTP currently operates a reported 10,000 gallon diesel fuel UST located east of the WWTP Control Building 90. The UST currently stores diesel fuel for the generator located within Control Building 90. The tank is currently registered and in good standing with the Illinois Office of the State Fire Marshal (OSFM). The UST system is anticipated to be removed from service and replaced with aboveground storage tank(s). Based on available information, no indications of a release from the UST have been reported or documented by the Village or the Illinois EPA. The following sections of this proposal present scope of services, estimated costs, schedule, and limitations associated with removal of the UST.

## SCOPE OF SERVICES

All Site activities will be performed in conformance with standards set forth by the OSFM 41 Illinois Administrative Code (IAC) 174-176, General, Technical and Administrative Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances, Illinois Environmental Protection Agency (IEPA) 35 IAC 734, Leaking Underground Storage Tank (LUST) Program, United States Environmental Protection Agency (USEPA) SW-846, Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, and Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards.

## Task I: UST Removal & Oversight

True North shall subcontract a licensed UST removal contractor to perform the removal of one reported 10,000 gallon diesel fuel UST system from the Site. Additionally, the subsurface product piping and vent associated with the UST shall be removed from the tank to the east foundation wall of the Control Building. If required and requested by the Client, the interior product piping can be removed from the foundation wall to the generator day tank. The removal of interior piping has been excluded from the "base bid" and has been provided as an optional service within the project costs table presented below.

The UST contractor will submit the required UST removal application to the OSFM and secure the necessary permit for removal from the OSFM. Upon receipt of the permit, True North and the UST contractor will schedule the removal activities with the Client and the OSFM. The Client will be identified as the owner/operator of the USTs for the purposes of securing the removal permit. The contractor will contact JULIE at least 48 hours in advance of removal activities to secure an underground utility locate at the site. The Client will be responsible for locating private services prior to mobilization, and for any necessary shoring, protection, or abandonment/relocation (if necessary) of any active utilities in the vicinity of the UST that may be impacted by the UST removal process.

True North shall provide field oversight during the UST removal activities. The True North representative shall verify that the UST contractor is meeting the requirements of the OSFM and Illinois EPA. This verification includes observing UST removal activities to ensure all regulatory requirements are met, evaluating soils based on visual and PID readings to determine if soils have been impacted by UST operations, verifying quantities of waste liquids and drums removed from the Site, and monitoring Site conditions to verify that the Client's best interest are considered.

Once the UST and exterior subsurface piping is removed from the excavation, the OSFM storage tank safety specialist shall evaluate the condition of the excavation, pipe trench, and UST to determine if a released has occurred. True North shall collect confirmation samples from the excavation and pipe trench for field screening and laboratory analyses per OSFM permit requirements. The sample results shall be utilized in conjunction with field observations and screening results to determine if the remaining on-Site soils contain impact from the storage and use of diesel fuel. Additionally, a grab groundwater sample shall be collected from the excavation if groundwater is encountered during the project. The collected samples shall be analyzed for the indicator contaminants identified as Benzene, Ethylbenzene, Toluene, and Xylenes (BETX) and Polynuclear Aromatic Hydrocarbons (PNAs).

## Task 2: UST Reporting

If a release from the UST is not reported, True North shall provide a summary report to the Client documenting the removal. The report shall include a summary of removal activities, analytical results, a photographic log documenting removal activities, Site figures, geologic conditions identified during removal activities, and close-out documentation provided by the licensed UST removal contractor.

In the event that the OSFM or analytical data indicate that a release has occurred, True North shall prepare the necessary initial documentation for submittal to the IEPA. If a release is reported, a 20-Day Certification and 45-Day Report meeting 35 IAC 734 - *Leaking Underground Storage Tank (LUST) Program* requirements will need to be submitted for IEPA review. True North shall prepare and submit the initial LUST technical documentation, including the 45-Day Report, which shall incorporate information collected during the UST removal activities. The 20 Day Certification and 45-Day Report represent the minimum initial reporting required by the Illinois EPA LUST program.

Upon receipt and evaluation of the analytical results, True North shall also complete and submit the required OSFM Site Assessment certification along with supporting documentation per regulatory requirements. In the event that there is no release determined by the OSFM and the collected samples do not indicate the presence of indicator contaminants above regulatory limits, True North shall prepare a UST closure summary report for the Client's records as noted above.

Due to the unknown status at the completion of removal activities, any additional environmental assessment, inclusive of additional Stage 1 groundwater and/or soil sampling, and reporting activities to meet LUST requirements beyond those referenced above can be submitted to the Client under a separate proposal.

## **PROJECT COSTS**

True North proposes to conduct the above scope of services in accordance with the following lump sum and estimated costs:

Service	Quantity	Units	Rate	Total
Task 1: UST and Ancillary Equipment Removal Removal of one UST up to 10,000 Gallons in Size & Exterior Ancillary Piping (excludes liquid or solid waste disposal- see unit pricing below)	1	Lump Sum	\$18,425.00	\$18,425.00
Removal of interior aboveground product piping from east foundation wall to day tank (Alternate Unit Cost - if necessary)	1	Lump Sum	\$3,070.00	TBD

Furnish and install 350 linear feet of 6' high construction fence (Alternate Unit Cost - if necessary)	1	Lump Sum	\$1,960.00	TBD
Coordination & Oversight of UST Removal Activities	1	Lump Sum	\$3,160.00	\$3,160.00
Oversight Equipment, Materials and Vehicle	2 (est.)	Daily	\$250.00	\$500.00
BTEX & PNA Sample Analysis	10 (est.)	Sample	\$200.00	\$2,000.00
Task 2: UST Reporting				
Illinois OSFM Site Assessment certification	1	Lump Sum	\$125.00	\$125.00
UST Removal Summary Report (no release identified)	1	Lump Sum	\$1,500.00	\$1,500.00
OR				
LUST Technical - 20-Day Certification and 45-Day Report (if necessary, in lieu of UST Removal Summary Report)	1	Lump Sum	\$3,800.00	TBD
Base Price Total (excluding "Alternate" or "if necessary" costs)				\$25,710.00

#### NOTES:

- 1) Includes obtaining OSFM permit, removal of UST, UST purging, UST cleaning for disposal, transport and disposal/recycling of UST, certification of UST destruction, and removal of non-hazardous sludge from interior of tank. The provided costs also include backfilling of excavation with excavated materials, supplemental CA-1 (3" aggregate) to 3' below ground surface, bridged with CA-6 to 6" below ground surface, and placement of topsoil to match existing surrounding grade. Backfill materials shall be placed in lifts as appropriate and compaction shall be conducted with bucket of mechanical excavation equipment.
- 2) Additional costs not included in UST removal base cost which may apply as necessary:
  - a. Pump and dispose of liquid as non-hazardous waste add \$0.60/gallon
  - b. Transportation & demurrage of non-hazardous liquid waste pumper truck add \$110/hr (port to port)
  - c. Drum and dispose of non-pumpable tank sludge \$395/drum
- 3) Based on True North's experience and understanding of the project, the total **estimated** project cost (Base Bid plus "as necessary" items) is as follows:
  - a. Base Bid \$25,710
  - Liquid Pumping, Transportation, Demurrage, & Disposal (actual quantity dependent upon volume of residual product within UST system and groundwater conditions: assume 2,500 gallons, assume 8 hours port to port) \$2,380.00
  - c. Drum Disposal (one drum) \$395

#### Total Estimated Cost = \$28,485.00

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

## SCHEDULE

Prior to mobilization, True North requests a pre-construction meeting at the Site with the Client

following the private and public utility locates to evaluate field conditions and discuss any potential impacts to the project. True North shall proceed with coordination and submittal of the required permit applications for UST removal upon the negotiated schedule with the Client. The UST removal is anticipated to be completed in two days. Soil analytical results will be available within one week of sampling activities. The summary report shall be provided within two week of receipt of analytical results.

## LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the Site is available during normal working hours. In addition, there are no encumbrances on the property, including subsurface utilities that may limit project activities. The costs provided do not include repair/support/protection (i.e. sheeting, shoring) of the excavation, structure(s), utilities, and/or surface improvements.

This proposal is based upon the understanding that normal subsurface conditions surround the tank(s) (i.e. dry sand, dirt, and clay or backfill material), and that the tank(s) contain petroleum or petroleum contaminated media. If non-normal subsurface conditions are encountered at the Site of a natural or man-made nature (for example, but not by way of limitation, non-petroleum contaminated media, high water table, frost, rock strata, unstable subgrade, subsurface concrete, foundations and/or structures) additional labor, materials and equipment beyond those specified can be considered as extra unless otherwise expressly stated in this contract.

JULIE shall be contacted prior to excavating and the Client shall locate all private services. Client agrees to forever release, hold harmless, defend and indemnify True North Consultants and its subcontractors against any and all claims, actions, demands, costs, liabilities, obligations, expenses (including but not limited to attorney fees and court costs) or losses arising out of or resulting from unknown, unmarked or inaccurately marked utilities or non-normal subsurface conditions at the Site. If repairing, removing, rerouting or replacing any underground and/or overhead utilities or obstructions is necessary or advisable to perform the work specified in this contract, the cost of doing so shall be Client's responsibility.

True North and the subcontracted UST removal contractor reserve the right to halt work at any time and seek resolution prior to continuing work in the event nearby utilities or structures are encountered or any other condition(s) are deemed potentially unsafe.

Analytical costs for waste characterization are not included as waste materials can presumably be profiled using material safety data sheets for diesel fuel.

Client understands, acknowledges and consents to True North and its subcontractors the use of heavy equipment which may cause damage to the surfacing, grading and/or landscaping at the

property. Client understands and acknowledges that even after backfilling, settling may occur in and around the area where the tanks/excavation were formerly located and that the area may not be suitable for building purposes. Topsoil shall be placed upon completion of backfilling to match existing surrounding grade. The provided costs do not include any landscape or hardscape restoration.

Client assumes responsibility for accurately determining the size, location and number of all tank(s), subsurface utilities, and structures at the Site. Client understands and acknowledges that there is a potential risk for a tank contents to be released into the soil and/or groundwater due to the tanks age and condition and the nature of the removal process. Releases can occur from both tank(s) which are known to exist and from tank(s) which were not known to exists prior to initiating the removal process. Client agrees to forever release, hold harmless, defend and indemnify True North and its subcontractors against any and all claims, actions, demands, costs, liabilities, obligations, expenses (including but not limited to attorney fees and court costs) or losses arising out of or resulting from the release of the contents of any tank(s) at the Site into the soil and/or groundwater.

Client accepts all responsibility for maintenance, repair and safety of site following excavation. Client realizes the importance of retaining a structural or architectural engineering firm to, among other matters; ensure the specified work conforms to Client's intended use of the Property.

This proposal does not include any additional work, inclusive of additional site investigation activities, remedial activities, and meeting/correspondence, that may be required for obtaining a No Further Remediation Letter from the Illinois EPA for a Leaking UST incident.

This proposal does not include permit fees, or other fees beyond the OSFM permit removal fee that may be assessed by local, State, or Federal government agencies during the performance of environmental work on-Site.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

## TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Village of Bensenville. Our Terms and Conditions are hereby incorporated as part of this agreement. True North appreciates the opportunity to offer this proposal for UST removal and consulting services. If you have any questions, please contact me at 630-717-2880.

## Regards, TRUE NORTH CONSULTANTS, INC.

Sn 0. 23

Sean P. Brady, P.E. Project Manager

æ [ Ryan LaDieu, P.E.

Ryan LaDieu, 4 President

True North Proposal # T17-523 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT AUTHORIZATION	TRUE NORTH CONSULTANTS
Ву:	By: Ryan LaDieu
Signature:	Signature:
Date:	Date: October 13, 2017

#### 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

#### 2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data. interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

#### 3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

#### 4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

#### 5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of

## SCHEDULE OF TERMS & CONDITIONS

any invoice, Client will so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client

#### 6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

#### 7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

#### 8.0 ALLOCATION OF RISK

8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this

## **SCHEDULE OF TERMS & CONDITIONS**

waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

#### 9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

#### 10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

#### 11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

#### 12.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

#### 13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

#### 14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

#### 15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

#### 16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

#### END OF TERMS AND CONDITIONS REVISED April 5, 2011

## Joseph Caracci

From:	Breitenbach, Matt <mbreitenbach@patrickco.com></mbreitenbach@patrickco.com>
Sent:	Thursday, October 19, 2017 11:27 AM
То:	Joseph Caracci
Cc:	Goodheart, Gary
Subject:	2B7WR0093 - Bensenville UST Removal Proposal

Joe,

I looked into the unit cost for the environmental sampling and we discussed the questions you brought up.

We would like to do this project for you, so we have the following modification to our proposal:

- 1. The proposed total lump sum fee we provided in the proposal (\$24,000) is good for up to 10 samples vs. the 6 described in the proposal.
- 2. If additional samples are needed beyond 10 total, the unit cost would be \$500.00 per sample.

Please let me know if you have any further questions.

Matt

Matt Breitenbach, P.E. Senior Geotechnical Engineer Patrick Engineering Inc. 4970 Varsity Drive Lisle, IL 60532 P 630-795-7324 | M 630-816-7180 mbreitenbach@patrickco.com | www.patrickco.com

\*\*\*\*\*Patrick Engineering Inc. Confidentiality Notice: The information contained in the above e-mail message or messages (which includes any attachments) may contain confidential, proprietary, or legally privileged information. It is intended only for the use of the person or entity to which it is addressed. If you are not the addressee any form of disclosure, copying, modification, distribution, or any action taken or omitted in reliance on the information is unauthorized. If you received this communication in error, please notify the sender immediately and delete it from your computer system network.\*\*\*\* TYPE: Informational

## SUBMITTED BY: M. Ribando

DEPARTMENT: Village President

**DESCRIPTION:** 

Announcement of the Halloween Home Decorating Contest Winners

## SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

#### **COMMITTEE ACTION:**

DATE:

N/A

## BACKGROUND:

The Village of Bensenville holds an annual Halloween home decorating contest. This year's winners (1st and 2nd Place) will be announced.

**KEY ISSUES**:

ALTERNATIVES:

**RECOMMENDATION:** 

**BUDGET IMPACT:** 

**ACTION REQUIRED:** 

ATTACHMENTS:

<u>Description</u>

Halloween Flyer

Upload Date 10/19/2017 <u>Type</u> Cover Memo

# HOME DECORATING HALLOWEEN CONTEST NOW THROUGH OCTOBER 20TH



BENSENVILLE GATEWAY TO OPPORTUNITY