

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



Village of Bensenville, Illinois VILLAGE BOARD COMMITTEE OF THE WHOLE AGENDA 6:30 PM May 15, 2018

- 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. *April 17, 2018 Committee of the Whole Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration – No Report
 - B. Community and Economic Development
 1. *Consideration of an Ordinance Approving a Conditional Use Permit (Recycling centers) for Leyva Recycling Inc., Located at 334 Evergreen Street*
 2. *Consideration of a Resolution Supporting the Granting of a Cook County 6b Real Estate Tax Incentive for Certain Property Commonly Known as 1011 Sesame Street*
 - C. Finance
 1. *Consideration of a Resolution Authorizing a Purchase Order with Dell Inc. for the Purchase up to 21 Dell Desktop and 3 Dell Laptops for the Village of Bensenville*
 - D. Police Department
 1. *Consideration of a Resolution Authorizing an Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District #2 for a School Resource Officer*
 - E. Public Works
 1. *Consideration of a Resolution Authorizing the Approval of a Purchase Order to*

Core & Main for Sensus Water Meters Annual Maintenance in the Not-to-Exceed Amount of \$17,650

2. *Consideration of a Resolution Authorizing the Approval of a Purchase Order to the DuPage River Salt Creek Workgroup (DRSCW) for the 2018/2019 Annual Dues in the Amount of \$13,869*
3. *Consideration of a Resolution Approving the Final Project Costs for the Green Street LAPP and the Green Street - York Road Watermain Project (IDOT Contract 63759) in the Amount of \$2,538,901.86*
4. *Consideration of a Resolution Authorizing the Final Village Participation Costs for the Construction of the Elgin O'Hare Western Access Contract I-15-4662 (E08) in the Amount of \$341,477.57*
5. *Consideration of a Resolution Authorizing the Execution of a Contract with R.W. Duntelman Company for the 2018 MPI MFT Pavement Patching Program in the Amount of \$98,681.44*
6. *Consideration of a Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. for the 2018 Pavement Striping Program in the Amount of \$23,773.74*
7. *Consideration of a Resolution Authorizing the Execution of a Contract with Corrective Asphalt Materials, LLC for 2018 Pavement Preventative Maintenance Program in the Amount of \$35,751.42*
8. *Consideration of a Resolution Authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the Not-to-Exceed Amount of \$17,500*

F. Recreation

1. *Consideration of a Resolution Authorizing a Contract with American Mobil Staging for Libertyfest in the Not-to-Exceed Amount of \$13,800.*
2. *Consideration of a Resolution Approving the Extension of a Licensing Agreement for Food and Beverage Service Operations Between Bella Vista Banquets and Catering and the Village of Bensenville*

VII. INFORMATIONAL ITEMS

1. *Village Flag Design Discussion*
2. *Code Enforcement protocol for non-compliant parking areas*
3. *Discussion on the Movie Theater and Ice Cream Shop*
4. *The Village of Bensenville's Police Pension Cost Update and Actuary Reports*

VIII. UNFINISHED BUSINESS

IX. EXECUTIVE SESSION

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

X. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 15, 2018**DESCRIPTION:**April 17, 2018 Committee of the Whole Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_180417_COW

Upload Date

5/2/2018

Type

Cover Memo

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

**MINUTES OF THE COMMITTEE OF THE WHOLE
April 17, 2018**

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

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

President DeSimone, Carmona, Franz, Lomax, Panicola, Perez

Absent: Jaworska

Village Clerk, Nancy Quinn, was also present.

A quorum was present.

Staff Present: E. Summers, J. Caracci, B. Dooley, T. Finner, F. Kosman, J. Lusto, M. Patel, A. Thakkar, S. Viger, C. Williamsen

Public Comment: There was no public comment.

Approval of Minutes: The March 20, 2018 Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

7 Layer Solutions: Village Manager, Evan Summers, presented a Resolution Approving a Managed IT/Infrastructure and Voice Support Agreement with 7 Layer Solutions, Inc.

There were no questions from the Committee.

Mark Polano, President of 7 Layer Solutions was present to answer any questions from the Committee.

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

All were in favor. Motion Carried.

Amazon Purchase Order:

Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Purchase Order with Amazon, Inc. to Acquire Up To Twenty-One (21) Desktop Computers.

Mr. Summers asked the Committee to table this item.

There were no questions from the Committee.

Motion: Trustee Panicola made a motion to table this item to a future Committee of the Whole Meeting. Trustee Lomax seconded the motion

All were in favor. Motion Carried.

525 Meyer Road: Village Manager, Evan Summers, presented an Ordinance granting Planned Unit Development and Conditional Use Permit Amendments to Ordinance Nos. 9 – 2013, 42 - 2014 and 13 – 2016 to Allow for the Construction of a Parking Lot for Global CFS Inc., Located at 525 Meyer Road.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**1204 W. Irving
Park Road:**

Village Manager, Evan Summers, presented an Ordinance Denying a Conditional Use Permit (Dry cleaner and laundry drop off stations and laundromats) for DLJ Laundromat, Inc., located at 1204 W. Irving Park Road.

Mr. Marshall Subach was present on behalf of the petitioner. Mr. Subach stated there was a misunderstanding at the Community Development Commission Meeting regarding the price of the property. Mr. Subach stated his client has an agreement to purchase the property for \$315,000.00. Mr. Subach stated after the purchase of the property and maintenance of the property, his client is preparing to invest around \$700,000.00 into the property.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Tower Lane
No Parking:**

Village Manager, Evan Summers, presented an Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13, No Parking Zones, Subsection F, No Parking Anytime, to Prohibit Parking on the East and North Sides of Tower Lane, from Mark Street to Illinois Rt. 83.

There were no questions from the Committee.

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

All were in favor. Motion carried.

Village of Addison

IGA: Village Manager, Evan Summers, presented a Resolution to Execute an Intergovernmental Antenna and Microwave Dish Agreement with the Village of Addison for the Installation of Antennas and Microwave Dishes to Enhance Current Interoperability Communication Systems Utilized by the Police Department, the Emergency Management Agency and the Bensenville Fire Protection District.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Engineering
Resource:**

Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Engineering Resource Associates for the Redmond Reservoir Expansion Project (CDBG) in the Not-to-Exceed Amount of \$17,500.00.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Hoerr
Construction:**

Village Manager, Evan Summers, presented a Resolution Authorizing the Award of a Contract for the 2018 Sanitary Sewer Lining Project to Hoerr Construction, Inc in the Not-to-Exceed Amount of \$199,245.44.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

St. Aubin Nursery: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery & Landscaping, Inc. for the 2018 Tree Purchase and Delivery in the Not-to-Exceed Amount of \$38,664.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Go Painters: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Contract with Go Painters, Inc. for the 2018 Fire Hydrant Sandblasting and Painting Program in the Not-to-Exceed Amount of \$40,000.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Larry Roesch
Purchase Order:** Village Manager, Evan Summers, presented a Resolution Authorizing the Purchase Order to Larry Roesch Ford of Bensenville, IL for the Purchase of Four (4) Police Vehicles in the Not-to-Exceed Amount of \$138,920.35.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

2018 Capital Investment:

Assistant Director of Public Works, Mehul Patel, presented an update to the Committee the Village's 2018 Capital Investment Projects.

There were no questions from the Committee.

Private Water System

Responsibilities: Director of Public Works, Joe Caracci, presented an informational item to the Committee discussing potential modifications to the Village Code with respect to private water system responsibilities.

Consensus from the Committee directed Staff to proceed with the ordinance amendment and present to the Committee in the future for action.

Chicago Mission: Village Manager, Evan Summers, presented a Resolution Authorizing an Ice Arena and Facility Use License Agreement with the Chicago Mission AAA Girls Hockey Club.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Informational Items:

There were no informational items.

Unfinished Business:

There was no unfinished business.

Executive

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

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:54 p.m.

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, May 2018

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**05.15.18**DESCRIPTION:**

Consideration of an Ordinance Approving a Conditional Use Permit (Recycling centers) for Leyva Recycling Inc., Located at 334 Evergreen Street

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**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:**

Committee of the Whole.

DATE:

04.03.18

BACKGROUND:

1. The Petitioner is seeking a Conditional Use Permit for a Recycling Center at 334 Evergreen Street.
2. The applicant intends to purchase and sort non-ferrous metals i.e. copper, brass, wires, batteries, etc.

KEY ISSUES:

1. The applicant will go into a multi-tenant industrial building.
2. Parking was a concern. Tenant provided parking plan, which allocates 3 spaces for the unit. There are 17 spaces on site total. Staff calculates 16 spaces required by code. Staff does not believe parking will be an issue.
3. There is a multi-family apartment building to the rear of the property.
4. Hours of operation and noise from drop-offs are a concern. A condition of approval limits the hours of operation to 7 AM until 8:00 PM.
5. Police would like electronic purchases as outlined in section 3 of the Illinois Recyclable Metal Purchase Registration Law to be entered into LEADSONLINE Metal Theft Investigation System.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

1. The staff respectfully recommends that the Conditional Use Permit be approved.
2. At the Public Hearing on April 3, 2018, the Community Development Commission voted unanimously (6-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of a Ordinance approving a Conditional Use Permit (Recycling centers) for Leyva Recycling Inc., located at 334 Evergreen Street.

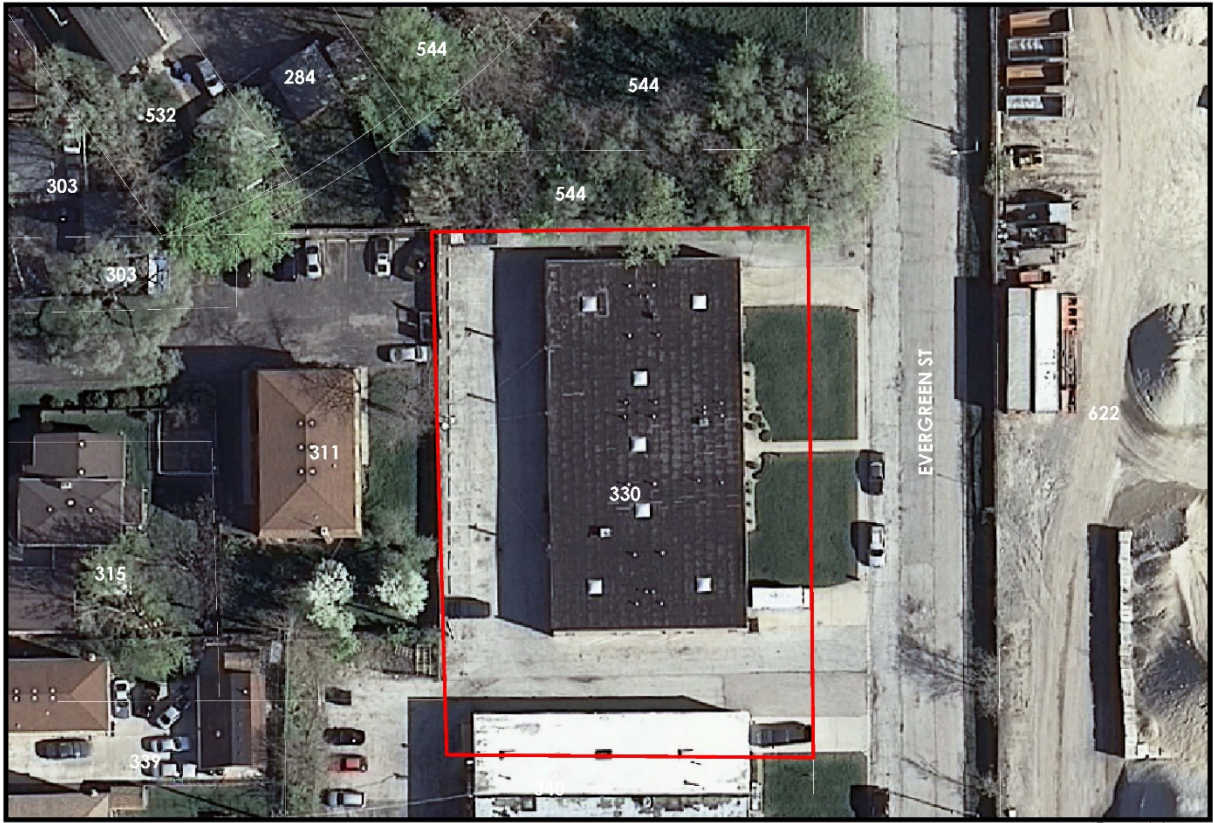
ATTACHMENTS:DescriptionUpload DateType

Aerial & Zoning Maps	3/27/2018	Backup Material
Legal Notice	3/27/2018	Backup Material
Application	3/27/2018	Backup Material
Staff Report	3/28/2018	Executive Summary
Plat of Survey	3/27/2018	Backup Material
Parking Space Assignment	5/8/2018	Backup Material
Letter from Owner	5/8/2018	Backup Material
Draft Ordinance	4/11/2018	Ordinance



Village of Bensenville

334 S Evergreen

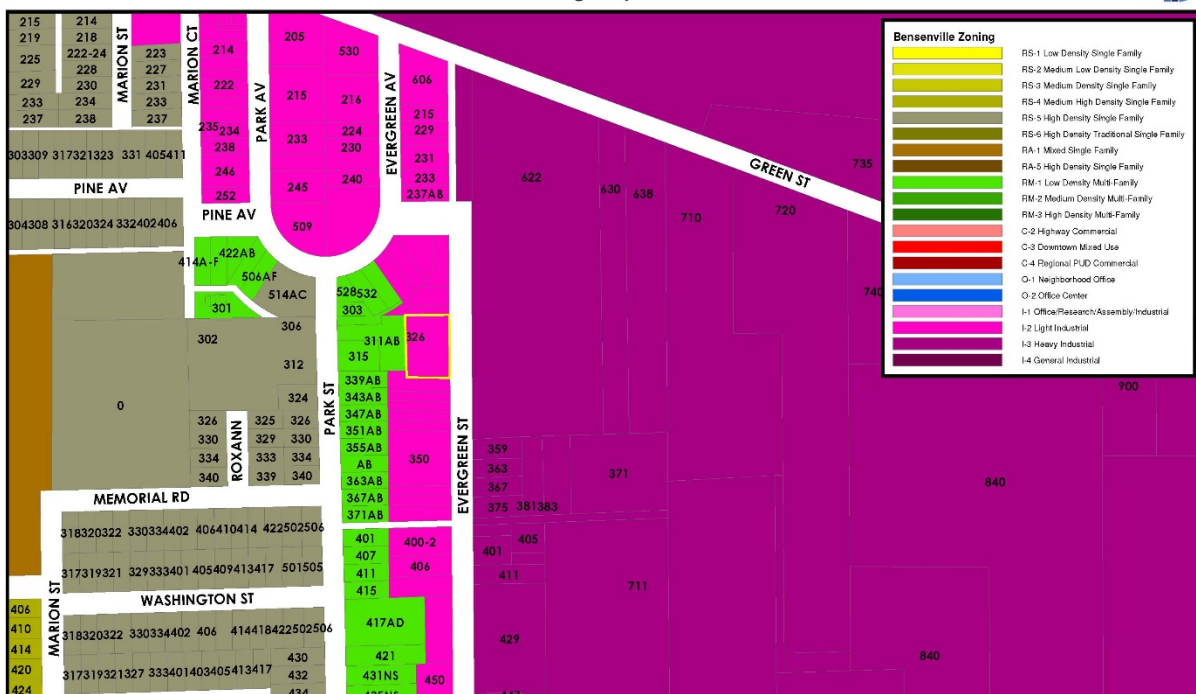


Date: 3/2/2018



Village of Bensenville

Zoning Map



**LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, April 3, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2018 – 05 to consider a request for:

Conditional Use Permit, Recycling centers
Municipal Code Section 10 – 9B – 3.

334 Evergreen Street is in an I – 2 Light Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

LOT 14 IN LATORIA’S SUBDIVISION OF PART OF LOTS 3 AND 4 IN SUBURBAN ACRES ADDITION TO BENSENVILLE, A SUBDIVISION OF PART OF SECTIONS 13 AND 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 334 Evergreen Street, Bensenville, IL 60106.

Michael Hermanson of 513 Kenilworth Drive, Schaumburg, IL 60193 is the owner and Leyva Recycling Inc. of 621 W. Wood Street, Bensenville, IL 60106 the applicant for the subject property.

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

Applicant’s application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through April 3, 2018 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
March 15, 2018**



For Office Use Only

Date of Submission:

MUNIS Account #:

7889

CDC Case #:

2018-05

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address:

334 Evergreen Ave, Bensenville, IL 60106

Property Index Number(s) (PIN):

03-24-110-023

A. PROPERTY OWNER:

Name

Michael Hermanson

Corporation (if applicable)

Street

513 Kenilworth Drive

City

Schaumburg

State

IL

Zip Code

60193

Contact Person

Michael Hermanson

Telephone Number & Email Address

312-543-7001

If Owner is a Land Trust, list the names and addresses of the beneficiaries of the Trust.

Property Owner Signature:

Michael Hermanson

Date:

10/22/18

B. APPLICANT:

☐ Check box if same as owner

Name

Jorge Leyva

Corporation (if applicable)

Leyva Recycling inc.

Street

621 W. Wood St.

City

Bensenville

State

IL

Zip Code

60106

Contact Person

Jorge Leyva

Telephone Number & Email Address

(630) 290-7650

jorgeleyva630@gmail.com

Relationship of Applicant to subject property

Same person

Applicant Signature:

Jorge Leyva

Date:

2/19/18

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
- ☒ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development**
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☐ Variance

*Item located within this application packet.

**See staff for additional information on

PUD requests

SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):

- ☐ Affidavit of Ownership* (signed/notarized)
- ☐ Application*
- ☐ Approval Criteria
- ☐ Legal Description of Property
- ☐ Plat of Survey
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Review Fee (Application Fee + Escrow)
- ☐ Escrow agreement and deposit*
- ☐ Digital Submission of all application materials (CD)

Brief Description of Request(s): (Submit separate sheet if necessary)

Purchase and sorting of non-ferrous metals.
Copper, brass, wires, batteries, etc.

D. PROJECT DATA:

1. General description of the site: Recycling Center

2. Acreage of the site: _____ Building Size (if applicable): _____

3. Is this property within the Village limits? (Check applicable below)

☒ Yes

☐ No, requesting annexation

☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:		Multitenant Commercial Bldgs.	
North:		Industrial	
South:		Industrial	
East:		Industrial	
West:		Industrial + Residential	

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT

Name: _____

Telephone: _____

Email: _____

ENGINEER:

Name: _____

Telephone: _____

Email: _____

ATTORNEY

Name: _____

Telephone: _____

Email: _____

OTHER

Name: _____

Telephone: _____

Email: _____

F. APPROVAL CRITERIA:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."

STAFF REPORT

HEARING DATE: April 3, 2018
CASE #: 2018 – 05
PROPERTY: 334 Evergreen Street
PROPERTY OWNER: Michael Hermanson
APPLICANT: Leyva Recycling Inc.
SITE SIZE: 26,136 SF
BUILDING SIZE: 9,800 SF
PIN NUMBER: 03-24-110-023
ZONING: I – 2 Light Industrial
REQUEST: Conditional Use Permit, Recycling centers
Municipal Code Section 10 – 9B – 3

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday March 15, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Thursday March 15, 2018.
3. On Friday March 16, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250’ of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is seeking a Conditional Use Permit for a Recycling Center at 334 Evergreen Street. The applicant intends to purchase and sort non-ferrous metals i.e. copper, brass, wires, batteries, etc.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I – 2	Industrial	Industrial	Village of Bensenville
North	I – 2	Industrial	Industrial	Village of Bensenville
South	I – 2	Industrial	Industrial	Village of Bensenville
East	I – 3	Industrial	Commercial/Industrial Flex	Village of Bensenville
West	M – 1	Residential	Multiple-Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

No account set up for this address.

Police:

- 1) A police concern is the proximity of the apartment building located directly west of the property at 311 Park Street. The unloading of the trucks in the back of the property will have associated noise that will most likely result in complaints from the residents of the apartment building that overlooks the yard. These complaints may become more of a problem if the hours of operation are not limited.
- 2) Another concern that the police have is the use of scrap yards/recycling centers by metal thieves. Therefore, the conditional use permit should include a section that the permit would be revoked if the business violates any portion of the Illinois Recyclable Metal Purchase Registration Law and that the electronic purchases as outlined in section 3 must be entered into LEADSONLINE Metal Theft Investigation System which is utilized by the Bensenville police department for investigations into metal thefts and does not cost the business for the program.

Engineering and Public Works:

Public Works:

The plat is outdated and doesn't show the improvements.

Engineering:

No engineering related comments as long as all waste is dumped directly into the dumpsters and not stored outside. We don't want anything washing into the storm sewers.

Community & Economic Development:

Economic Development:

- 1) Generally supportive of this conditional use.
- 2) In addition to filling a vacancy in a multiple-tenant building, a recycling use aids in the Village's goal of attracting more environmentally conscious/green businesses.
- 3) While the conditional use permit did not specify, it would be safe to assume that the tenant will also provide a small number of jobs for local residents.

Fire Safety:

- 1) The Code has restrictions for the storage of batteries.
 - a. We need to know what type and how many?
 - b. We may require specific building modifications depending on those answers.

Building:

- 1) Building will need to know the type of batteries that will be stored on site, how the batteries will be stored and how many batteries will be stored.
- 2) If electrical wiring is to be recycled there, how will the wire insulation be removed?
- 3) Will any vehicles be parked inside the building? (triple basin)

Planning:

- 1) The 2015 Comprehensive Plan indicates “Industrial” for this property.
- 2) This is a multiple-tenant industrial building. Other tenants include:
 - a. 326 S EVERGREEN ST MICRO WEST, LTD.
 - b. 328 S EVERGREEN ST TOP INSTALLATIONS INC.
 - c. 330 S EVERGREEN ST KAPP WOODWORKING COMPANY
 - d. 332 S EVERGREEN ST AMAZING RESTORATION, INC.
 - e. 336 S EVERGREEN ST CABINET DIMENSIONS
 - f. 338 S EVERGREEN ST Q. I. X.
- 3) No parking plan was submitted.
- 4) Staff has concerns the property meets the parking requirements of all tenants.
- 5) With the residential property so close to the rear of the site, there are noise concerns particularly as it relates to hours of operation.
- 6) There are also concerns with what will be done with the waste materials.

APPROVAL CRITERIA FOR CONDITIONAL USES:

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

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

Applicant’s Response: Our business would not create any issues with the traffic flow considering that our clients would go the back of the warehouse. Cars/trucks would enter through one side of the warehouse and exit through the other side therefore keeping the flow of traffic steady. We will not be using large semis so the traffic on Evergreen Ave should not be affected.

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: We don’t plan on using heavy machinery in the warehouse other than typical power tools. We plan on organizing our material as we receive them in their corresponding box so that we can avoid having a mess. All the material we will be receiving will be clean material therefore odor and dust shouldn’t be a problem.

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: Leyva Recycling will not affect any other business in the village of Bensenville considering that our usage in the property will be no different than any other industrial use. We will do our best to minimize any type of issues with the village, landlord, and surrounding businesses.

- 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: We will not require any public service in the facility other than what is normally provided.

- 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: We feel that our business will be convenient for local public and businesses so that they can recycle their used materials. With this approval the Village of Bensenville will have a new business that isn't commonly seen in Bensenville therefore the public and businesses have a local place to go to instead of driving to other towns.

- 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: We don't see any other factors that we feel will have any affect. Only improvement we will make to the building will be some light replacements.

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

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Conditional Use Permit for Leyva Recycling Inc, with the following conditions:

- 1) The Conditional Use Permit be granted solely to Leyva Recycling Inc and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor

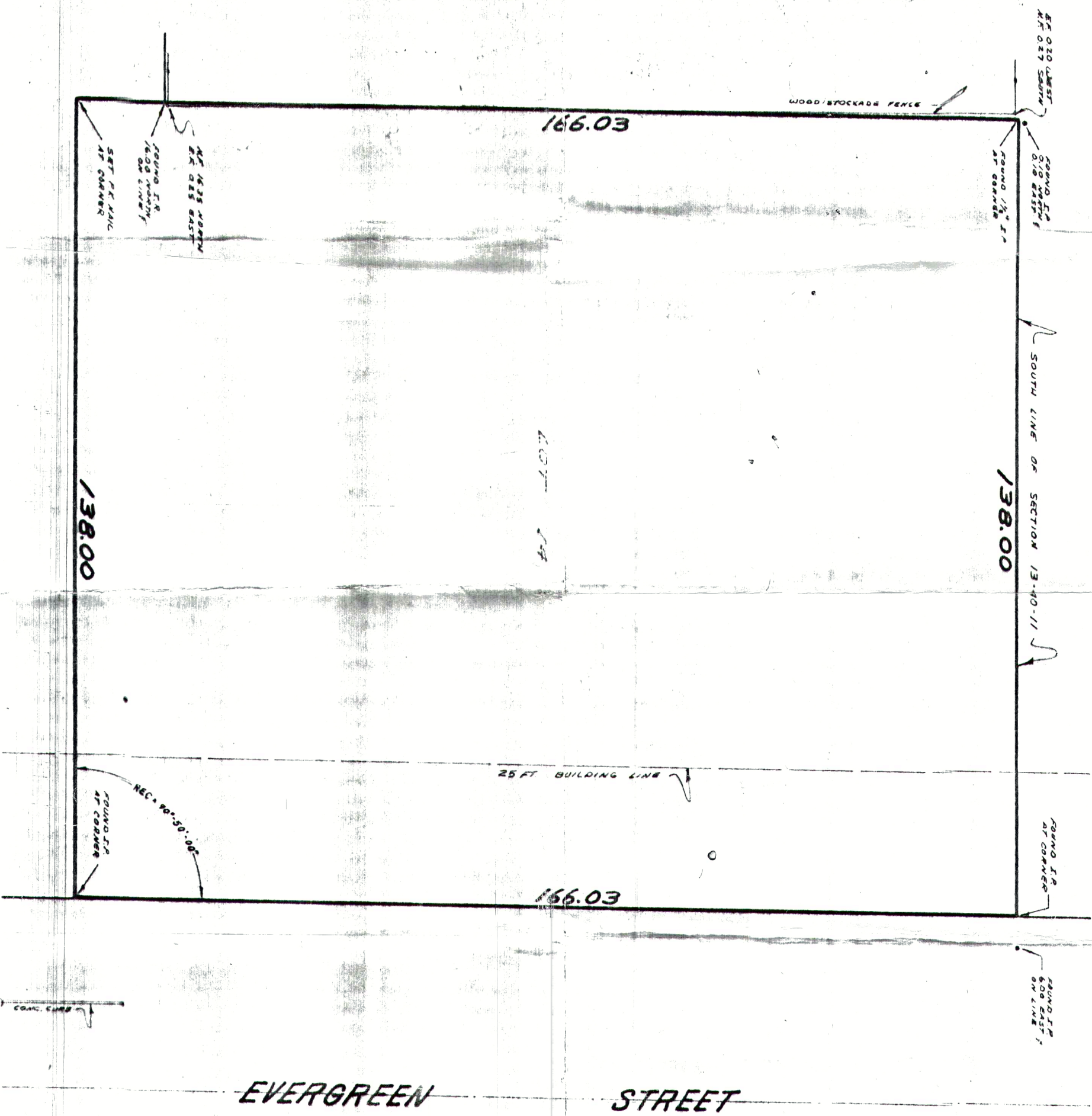
contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit;

- 2) Client will limit hours of operation, including deliveries, to 7am and 8pm;
- 3) Electronic purchases as outlined in section 3 of the Illinois Recyclable Metal Purchase Registration Law must be entered into LEADSONLINE Metal Theft Investigation System;
- 4) No outdoor storage allowed;
- 5) Applicant must provide parking strategy to be approved by staff prior to the Village Board Committee of the Whole review. The case will be continued to next CDC if not completed.

Respectfully Submitted,
Department of Community
& Economic Development

[Handwritten signature]

0



FENCE

N.F.=NORTH FACE -- S.F.=SOUTH FACE

L.P. = IRON PIPE - I.R. = IRON ROD

SCALE: 1 INCH EQUALS 20 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS
THEREOF.

ORDERED BY: VIKING ERECTORS INC.

DRAWN BY: J. S. 77.

ORDER NO. 85-881



STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

I, JOHN D. MCTIGUE, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO, ILLINOIS, DATED THIS 9th DAY OF JANUARY, A.D. 1996
BY [Signature] ILLINOIS REGISTERED LAND SURVIVOR NO. 2230

RIDER ATTACHED TO AND MADE A PART OF INDUSTRIAL

BUILDING LEASE DATED THE 12th DAY OF OCTOBER

2.2 ~~18.~~ Lessee agrees to pay said rental in advance to lessor

23 19. Lessee agrees to furnish lessor, prior to occupancy, with a Certificate of Insurance naming Lessor as an additional party insured with liability limits of \$300,000.00 and \$500,000.00 and property damage limits of \$50,000.00. Lessee shall have endorsed on the liability policy a provision requiring that lessor shall be given ten (10) days prior written notice of cancellation or material change in insurance coverage.

27-28. Lessee agrees not to carry on any activity or store flammable materials in a manner which would increase the fire insurance premium on the building or contents of other tenants (if any) occupying space in said building. In the event that Lessee's operation causes any increase in Lessor's insurance premium, entire increase to be paid by Lessee.

25:21. Lessee agrees not to store any materials, engage in any activity or discharge any matter in the air, sewers or on the property contrary to the laws and ordinances of the Corporate Municipality or Fire Protection District or other Governmental bodies having authority or jurisdiction and shall hold Lessor harmless for any cost involved due to Lessee's illegal activity to discharge.

26.22. Lessee agrees to store all waste, scrap, garbage, etc. in enclosed metal containers. Waste containers are to be stored within the leased portion of the building. Waste removal by Lessee.

~~27-23:~~ ^{1/1} cost of snow removal shall be paid by Lessee.

~~28~~ 24. Glass insurance by Lessee.

28 - Class Insurance by Lessee.																	
	338		336		334		332		330		328		326				
29 -																	
PARKING																	
	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1

EM SPACES ARE GUARANTEED YOURS NOT EXCLUSIVELY YOURS

BUILDING

Dear Kurtis,

To begin the property at 326-338 Evergreen has a total of seven units. There are four corner units that are approximately 900 square feet each and three 1800 square foot units running parallel to one another that are in the middle of the building. The smaller units are 326, 328, 336 and 338. With the larger middle units 330, 332 and 334. It is unit 334 that is petitioning for the special use permit and it is the unit that parallels the southeast and southwest corner units (units 336 and 338 respectively).

There are a total of 17 parking spaces available in the rear of the building along the west lot line (see attachment). Plus tenant parking for at least 6 cars on Evergreen between the driveways. The tenants occupying the corner units fronting Evergreen (units 326 and 338 respectively) utilize the space in front of their overhead doors for parking and typically do not park in the rear of the building. The tenant in unit 330 (one of the middle three units) is a one man shop like the tenants in 326 and 338 and typically parks on Evergreen close to the main entrance to his space. The tenant occupying southwest corner unit 336 typically parks his car in the driveway adjacent to his space on the south side of the building to load his car for flower delivery. In short, for the most part, the seven parking spaces (spaces 11-17) on the southwest side of the property are typically vacant. Spaces 1-10 on the northwest side of the building other are predominately used by the tenants in unit 332 and 328 for overnight parking of trailers that they use for their construction business. However, I have not seen these ten spaces occupied at any one time. Plus street parking is available in front of the building on Evergreen for 6 cars.

Please let me know if you need further clarification regarding the parking situation.

Thank you.

Mike Hermanson

ORDINANCE # _____

**AN ORDINANCE APPROVING CONDITIONAL USE TO ALLOW
A RECYCLING CENTER FOR THE PROPERTY LOCATED AT
334 EVERGREEN STREET, BENSENVILLE, ILLINOIS**

WHEREAS, Michael Hermanson (“Owner”) and Leyva Recycling Inc. (“Applicant”), filed an application for conditional use permit to allow for a recycling center in an I – 2 Light Industrial District as set forth in Section 10 – 9B – 3 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 334 Evergreen Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the conditional use sought by the Applicant was published in the Bensenville Independent on March 15, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 3, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant, recommending approval of the conditional use and, thereafter, voted unanimously (6-0) to recommend approval 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 April 17, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

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

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

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I – 2 Light Industrial District, which zoning classification shall remain in effect subject to the conditional use approved herein.

SECTION THREE: That the Staff Report and Recommendation to approve the conditional use sought, as allowed by the Zoning Ordinance, Section 10 – 9B – 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 approval of said conditional use are proper and necessary.

SECTION FOUR: That the conditional use sought by the Applicant to allow a recycling center on the Subject Property is hereby approved subject to the following condition:

1. The Conditional Use Permit be granted solely to Leyva Recycling Inc and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit;
2. Client will limit hours of operation, including deliveries, to 7am and 8pm;

3. Electronic purchases as outlined in section 3 of the Illinois Recyclable Metal Purchase Registration Law must be entered into LEADSONLINE Metal Theft Investigation System;
4. No outdoor storage allowed;
5. Applicant must provide parking strategy to be approved by staff prior to the Village Board Committee of the Whole review. The case will be continued to next CDC if not completed;
6. Staff will perform a 6-month review of the case to ensure all conditions have been met. The review should also ensure that no vehicles are being parked indoors or vehicle parts are being recycled which would require additional building code requirements.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____ day of _____ 2018.

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____ - 2018
Exhibit “A”
Legal Description

The Legal Description is as follows:

LOT 14 IN LATORIA’S SUBDIVISION OF PART OF LOTS 3 AND 4 IN SUBURBAN ACRES ADDITION TO BENSENVILLE, A SUBDIVISION OF PART OF SECTIONS 13 AND 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 334 Evergreen Street, Bensenville, IL 60106.

Ordinance # ____ - 2018
Exhibit “B”
Findings of Fact

Mr. Pozsgay reviewed the approval criteria for requested conditional use permit 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: Our business would not create any issues with the traffic flow considering that our clients would go the back of the warehouse. Cars/trucks would enter through one side of the warehouse and exit through the other side therefore keeping the flow of traffic steady. We will not be using large semis so the traffic on Evergreen Ave should not be affected.

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: We don’t plan on using heavy machinery in the warehouse other than typical power tools. We plan on organizing our material as we receive them in their corresponding box so that we can avoid having a mess. All the material we will be receiving will be clean material therefore odor and dust shouldn’t be a problem.

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: Leyva Recycling will not affect any other business in the village of Bensenville considering that our usage in the property will be no different than any other industrial use. We will do our best to minimize any type of issues with the village, landlord, and surrounding businesses.

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: We will not require any public service in the facility other than what is normally provided.

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: We feel that our business will be convenient for local public and businesses so that they can recycle their used materials. With this approval the Village of Bensenville will have a new business that isn't commonly seen in Bensenville therefore the public and businesses have a local place to go to instead of driving to other towns.

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: We don't see any other factors that we feel will have any affect. Only improvement we will make to the building will be some light replacements.

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the proposed request with the following conditions:

1. The Conditional Use Permit be granted solely to Leyva Recycling Inc and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit;
2. Client will limit hours of operation, including deliveries, to 7am and 8pm;
3. Electronic purchases as outlined in section 3 of the Illinois Recyclable Metal Purchase Registration Law must be entered into LEADSONLINE Metal Theft Investigation System;
4. No outdoor storage allowed;
5. Applicant must provide parking strategy to be approved by staff prior to the Village Board Committee of the Whole review. The case will be continued to next CDC if not completed.

Commissioner Moruzzi raised concern with the petitioners proposed operation on the weekend. Commissioner Moruzzi asked that a six-month look back provision be included on the recommendation.

Commissioner Moruzzi suggested security cameras be installed on site.

Commissioner Moruzzi suggested the petitioner contact the Illinois State Fire Marshal's Office to ensure all safety parameters are met.

Motion: Commissioner Moruzzi made a motion to close CDC Case No. 2018-05. Commissioner Marcotte seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:50 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-05 as presented by Staff and to approve the Conditional Use Permit request with the following conditions:

1. The Conditional Use Permit be granted solely to Leyva Recycling Inc and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit;
2. Client will limit hours of operation, including deliveries, to 7am and 8pm;
3. Electronic purchases as outlined in section 3 of the Illinois Recyclable Metal Purchase Registration Law must be entered into LEADSONLINE Metal Theft Investigation System;
4. No outdoor storage allowed;
5. Applicant must provide parking strategy to be approved by staff prior to the Village Board Committee of the Whole review. The case will be continued to next CDC if not completed.
6. Staff will perform a 6-month review of the case to ensure all conditions have been met. The review should also ensure that no vehicles are being

parked indoors or vehicle parts are being recycled which would require additional building code requirements.

Commissioner Moruzzi seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission

TYPE:Resolution**SUBMITTED BY:**Brett Michaelson**DEPARTMENT:**Community & Economic
Development**DATE:**05/15/2018**DESCRIPTION:**Consideration of a Resolution Supporting the Granting of a Cook County 6b Real Estate Tax Incentive for Certain Property Commonly Known as 1011 Sesame Street**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Financially Sound Village
 Quality Customer Oriented Services
 Safe and Beautiful Village

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

05.15.18

BACKGROUND:

1. International Video & Electronic, Inc. proposes to:
 1. Purchase and rehabilitate 1011 Sesame Street
 2. Invest between \$50,000 and \$150,000 into this currently vacant property
 3. Annually generate between \$12,000 and \$24,000 in sales tax for the Village
 4. Bring 10 employees, hiring 1-2 new employees each year for the next 5-10 years
 5. Lease excess space to another business (preferably local)
2. The property is located in the relatively small portion of our industrial base that lies within Cook County
3. Cook County industrial property is at a disadvantage to their competitors in Bensenville located in DuPage County based on the property tax structures between the two Counties
4. Cook County instituted a Property Tax Incentive (Class 6b) to level the Property Tax "playing field" for these industrial properties. The incentive lowers the 25% rate to 10% for ten years, then to 15% and then 20% for one year each before returning to the standard 25%.

KEY ISSUES:

1. The Class 6b Incentive lowers the assessment level from 25% to 10% for ten years, 15% for one year, and then 20% for one year.
2. In the thirteenth year the property's assessment level reverts to the standard 25%.
3. This property has sat vacant for nearly 2 years.
4. International Video & Electronic, Inc. estimates some construction jobs for the rehabilitation, as well as 10 permanent full time jobs upon occupancy.
5. Invest between \$50,000 and \$150,000 in rehabilitation costs.
6. Annually generate between \$12,000 and \$24,000 in sales tax revenue for the Village.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff is supportive of the Class 6b request and respectfully recommends approval of the Resolution.

BUDGET IMPACT:

1. International Video & Electronic, Inc. states that the increase in Property taxes in comparison to the status quo is in excess of \$269,000 over the course of the Class 6b.

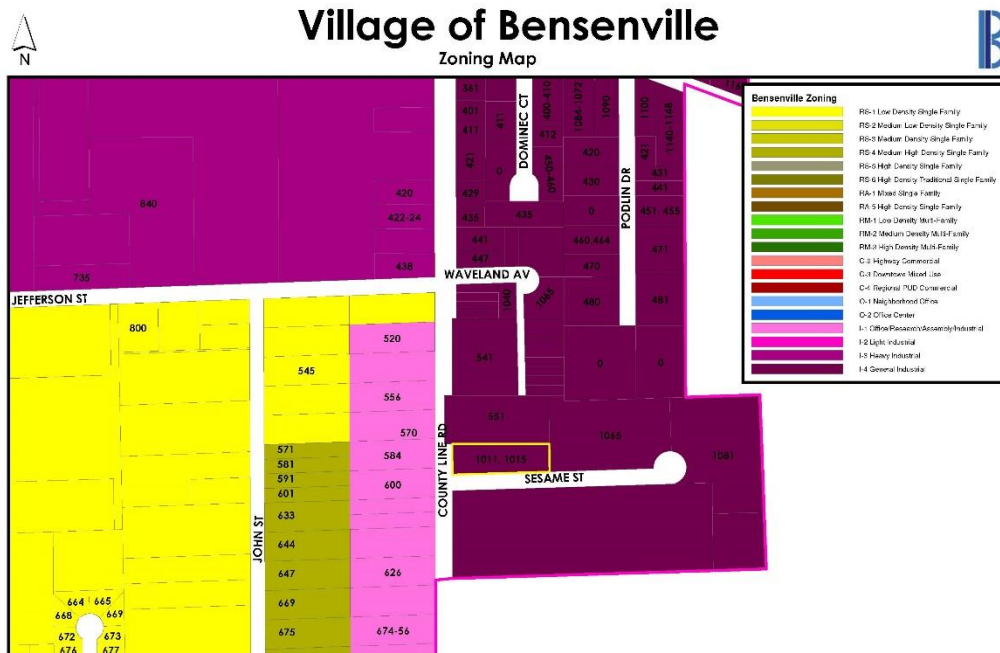
ACTION REQUIRED:

Approval of the Resolution granting the Cook County Class 6b Real Estate Tax Incentive for certain property commonly known as 1011 Sesame Street.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial and Zoning Map Exhibit	5/9/2018	Backup Material
International Video & Electronic, Inc. Application and Supporting Materials	5/9/2018	Backup Material
Agreement	5/10/2018	Backup Material
Resolution	5/10/2018	Resolution Letter

1011 Sesame Street Cook County Class 6b Tax Incentive



SARNOFF ♦ BACCASH

P R O P E R T Y T A X L A W

April 24, 2018

Scott R. Viger
Village of Bensenville
Director of Community & Economic Development
12 S. Center St.
Bensenville, IL 60106
sviger@bensenville.il.us

**RE: Class 6b Incentive Resolution Request
International Video & Electronic Inc. or an entity to be named
1011 Sesame St.
Bensenville, Illinois 60131
PIN: 12-19-100-090-0000**

Dear Scott:

International Video & Electronic Inc., or an entity to be named ("Applicant"), is requesting a Resolution in support and consent of a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans to purchase the site and rehabilitate the same in order for International Video & Electronic Inc. to occupy for its use consisting of the warehousing and distribution of video and audio electronics.

The subject property consists of an approximately 23,380 square foot industrial building located on a roughly 48,646 square foot site. The subject property has been 100% vacant and unused since July 20, 2016 and the property is in need of substantial rehabilitation and improvements for International Video & Electronic Inc. to occupy the same. Therefore, the Applicant plans to invest approximately \$50,000 to \$150,000 to rehabilitate the subject property, which will create construction jobs. However, please note that the items in need of rehabilitation as well as the costs associated therewith could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

Currently, International Video & Electronic Inc. occupies approximately 11,000 square feet at 546 Crossen Ave. in Elk Grove, Illinois and has 10 employees (8 full-time; 2 part-time). International Video & Electronic Inc.'s business is growing and needs to expand its operation as soon as possible. Therefore, International Video & Electronic, Inc. plans to move its entire operation to the subject property and bring all 10 of its employees to the property and plans on adding approximately 2 new employees (1 full-time; 1 part-time) as soon as possible at the property. In addition, International Video & Electronic Inc. believes it will add approximately 1 to 2 new employees each year over the next 5 to 10 years if it continues to grow as anticipated. Additionally, International Video & Electronic Inc. will look to hire all qualified Village of Bensenville residents for future hires. Also please note that International Video & Electronic Inc. offers health insurance as well as provides a 401k profit sharing program to employees.

SARNOFF ♦ BACCASH
P R O P E R T Y T A X L A W

Scott R. Viger
April 24, 2018
Page Two

The Village of Bensenville can also expect that International Video & Electronic Inc. and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the Village of Bensenville can expect that International Video & Electronic Inc. will attract business and various customers to the Village in the course of its operations. International Video & Electronic Inc. also expects approximately \$100,000 to \$200,000 in sales that will result in sales tax generation. In addition, International Video & Electronic Inc. plans to participate in the local community by donating to local charities and becoming a member of the Chamber of Commerce.

We again note that the subject property has been 100% vacant and unused since July 20, 2016 and it is currently on vacancy relief at the Cook County Assessor's Office. We have attached a breakdown showing what the taxes would be with a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be put in will provide greater real estate taxes for this property than it would if it remained vacant.

Additionally, because of the comparatively high taxes in Cook County it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not rehabilitate the subject property and International Video & Electronic Inc. will not expand its operations into the same. In addition, the Applicant will then look for another location where the property taxes are lower either outside of Cook County or in Cook County at a facility that already has a Class 6b Incentive or can secure a Class 6b Incentive. As a result, the subject property would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor's Office.

As the above indicates, there are various benefits the Village of Bensenville will receive should the Applicant be granted the Class 6b Incentive. The Applicant is excited to move forward with the rehabilitation and occupation of the subject property. Additionally, International Video & Electronic Inc. is excited to expand its operations at the subject property in the Village of Bensenville and be a strong community member for many years to come. However, the above is all contingent on the Applicant receiving a Class 6b Incentive.

Therefore, please review this letter and the following attached materials, and place the Applicant on the agenda for the May 15 Village of Bensenville Committee of the Whole and Board meeting, where it will present its request for the Village of Bensenville to pass a Resolution supporting and consenting to a Class 6b Incentive on the subject property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation.

SARNOFF ♦ BACCASH
P R O P E R T Y T A X L A W

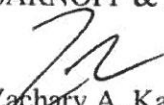
Scott R. Viger
April 24, 2018
Page Three

In support of the above request for a Resolution in support of the Class 6b Incentive on the subject property, we have enclosed the following:

1. A Village of Bensenville Cook County 6b Program Application, including a request regarding the tax appeal stipulation.
2. A Cook County Class 6b Eligibility Application.
3. Affidavit attesting to vacancy.
4. Site and building square footage as well as the legal description and zoning.
5. Plat of Survey and an aerial of the property.
6. Ownership information.
7. Tax breakdown.
8. 2014 and 2015 Certificate of Payments and a copy of the 2016 Proof of Payment.
9. Executed Economic Disclosure Statement.
10. Purchase and Sale Agreement (to be provided as soon as possible).

Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 782-8310.

Sincerely,
SARNOFF & BACCASH


Zachary A. Kafitz

Cook County 6b Program Application:

Date: April 24, 2018

Address of Proposed Project: 1011 Sesame St., Bensenville, IL 60131

Name of Applicant: International Video & Electronic Inc. or an entity to be named

Business Name: International Video & Electronic Inc.

Business Phone: 847-420-6032 Email Address: internationalvideo@gmail.com

Mailing Address (If Different): See Above

Contact Person: Nick Shah Home Phone: _____

Year Property Purchased: NA Year Business Opened: See Attached

Property Square Footage: 23,380 Number of Employees: See Attached

Supplemental Questions:

1. Please provide a business description:

See Attached

2. Please describe the need for Cook County 6b incentive:

See Attached

3. Please provide a description of the property, including any proposed improvements:

See Attached

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

See Attached

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

See Attached

Stipulations:

- i. **Proof of Ownership:** I (we) agree to provide the Village of Bensenville with proof of ownership.
- ii. **Existing Obligations:** I (we) certify that there are no defaults on mortgage, liens on the property, land contracts, lease payments, taxes or special assessments past due.
- iii. **Program Commitment:** I (we) agree to maintain ownership of the property for a period of no less than twelve (12) years. Should the business close, move, or the property is sold, I (we) agree that the 6b agreement will be immediately nullified.
- iv. **Legal Costs to Enforce Agreement:** I (we) agree to reimburse the Village of Bensenville for reasonable attorney's fees and legal expenses incurred to enforce the terms of this and any other agreement, which may replace or supersede this one, whether or not there is a lawsuit, including attorney's fees and legal expenses for efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I (we) also will pay any court costs, in addition to all other sums provided by law.
- v. **Indemnification:** I (we) agree to defend, indemnify and hold the Village of Bensenville and their officers, agents, representatives and employees harmless of, from, and against any and all loss, claims, demands, judgments, liabilities, damages, liens, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees whether arising out of or relating to (a) applicant's breach or default of any covenants, duties, obligations, representations or warranties hereunder, (b) breach of any contract or agreement, (c) negligence, and any other acts or omissions of applicant, its agents and employees, contractors and/or subcontractors, (d) any injuries to person or property sustained by applicant's employees, any contractor or subcontractor's employees, or members of the general public during the repairs; (e) any subsequent injuries to any party resulting from damage caused during the project or by materials left at the property after the project, (f) violation of or failure to comply with governmental law, (g) violation of any collective bargaining agreement or employment contract, (h) any claim arising from or in any way relating to this agreement, whether or not filed directly against the Village of Bensenville.
- vi. **Access to Project Site and Plans:** I (we) agree to give Village of Bensenville staff and contractors access to the proposed project site and any or all plans associated with the project. I (we) also agree to give the Village of Bensenville access to all professional bids and/or design professionals associated with the project.
- vii. **Site Plan:** I (we) agree that the Village of Bensenville reserves the right to request a project site plan as needed, and in such an instance I (we) agree to provide a site plan for review.
- viii. **Plat of Survey:** I (we) agree, upon project approval, to provide the Village of Bensenville a Plat of Survey for review.
- ix. **Project Start Deadline:** I (we) agree to commence work on the proposed project within ninety (90) days of receiving "Notice to Proceed" from the Village of Bensenville. I (we) understand that if work does not commence within ninety (90) days, a new application must be submitted.
- x. **Project Funding:** I (we) agree to provide proof of funding for the proposed project prior to approval of application. Proof of funding must be provided in a bank statement from the applicant's account and/or the applicant's loan approval documentation.
- xi. **Additional Information:** I (we) understand and agree to provide additional information about the business, including financial statements, business projections, closing statements, evidence

of funds for project, loan commitments, etc., if requested by the Village of Bensenville. I (we) understand that such information may be utilized to determine program eligibility and/or potential to remain in business.

I (we), by signature below, agree to the stipulations itemized above and certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Bensenville's Cook County 6b Program. I (we) understand the work to be performed will be in accordance with all Village codes. I (we) agree to hold harmless, indemnify, and defend the Village of Bensenville, and their employees and agents, for any and all liabilities arising out of this application, loan, construction, or other projects, and any agreement to share costs, including but not limited to any and all lawsuits or other disputes. I understand if approved for assistance, the work to be performed will be in accordance with program procedures and the general design guidelines for the district, as well as the specific design concept and improvement plan approved for this property.

Nirav Shay
Signature of Applicant

4/24/18
Date

Nirav Shay
Print Name

4/24/18
Date

In witness thereof: *Felicia Duque*
Notary

4/24/18
Date



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

(Address of Property to be improved)

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

Signature of Owner

Date

Print Name

Date

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

Village of Bensenville Cook County 6b Program Application Supplemental Answers

1. Please provide a business description:

International Video & Electronic Inc., or an entity to be named ("Applicant"), plans on purchasing the property located at 1011 Sesame St. in Bensenville, Illinois (PIN: 12-19-100-090-0000) and International Video & Electronic Inc. plans to occupy the entire site for its use consisting of the warehousing and distribution of video and audio electronics.

International Video & Electronic Inc. was started in 1979 as a retail store in the City of Chicago and then restructured in 1991. In the late 1990s International Video & Electronic Inc. moved into ecommerce and relocated into an approximately 4,000 square foot store in Chicago. Then in 2001, International Video & Electronic Inc. moved into a 5,000 square foot facility in Elk Grove Village, and since 2007 it has been located in an approximately 11,000 square foot facility in Elk Grove Village.

As noted above, International Video & Electronic Inc. currently occupies approximately 11,000 square feet at 546 Crossen Ave. in Elk Grove, Illinois and has 10 employees (8 full-time; 2 part-time). International Video & Electronic Inc.'s business is growing and needs to expand its operation as soon as possible. Therefore, International Video & Electronic Inc. plans to move its entire operation to the subject property and bring all 10 of its employees to the property and plans on adding approximately 2 new employees (1 full-time; 1 part-time) as soon as possible at the property. In addition, International Video & Electronic Inc. believes it will add approximately 1 to 2 new employees each year over the next 5 to 10 years if it continues to grow as anticipated. Additionally, International Video & Electronic Inc. will look to hire all qualified Village of Bensenville residents for future hires. Also please note that International Video & Electronic Inc. offers health insurance as well as provides a 401k profit sharing program to employees.

The Village of Bensenville can also expect that International Video & Electronic Inc. and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the Village of Bensenville can expect that International Video & Electronic Inc. will attract business and various customers to the Village in the course of its operations. International Video & Electronic Inc. also expects approximately \$100,000 to \$200,000 in sales that will result in sales tax generation. In addition, International Video & Electronic Inc. plans to participate in the local community by donating to local charities and becoming a member of the Chamber of Commerce.

2. Please describe the need for Cook County 6b Incentive:

The Applicant is eager to rehabilitate the subject property and expand International Video & Electronic Inc.'s operations within the Village of Bensenville, however, the Applicant will not purchase the subject property without a Class 6b Incentive.

We note that the subject property has been 100% vacant and unused since July 20, 2016 and it is currently on vacancy relief at the Cook County Assessor's Office. It is because of the comparatively high taxes in Cook County that it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not purchase the subject property and International Video & Electronic Inc. will not expand its operations into the same, and will look for another location where the property taxes are lower either outside of Cook County or in Cook County at another facility that already has a Class 6b Incentive or can secure a Class 6b Incentive. As a result, the site would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor's Office.

Granting a property vacancy relief at the Cook County Assessor's Office means that the Assessor's Office lowers a property's overall building assessment due to the property being vacant. Although the Class 6b Incentive will lower the assessment level from 25% to 10% for an industrial property for ten years (15% in the eleventh year and 20% in the twelfth year), the property will generate a greater tax even with a Class 6b Incentive than it would if it were to remain on vacancy relief. This is because an occupied building, along with the improvements the Applicant will be putting into the building, should raise the overall assessment of the property.

The attached breakdown reveals the effect of what the taxes will be with and without a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be added should be greater than the taxes for this property if it were to remain on vacancy relief.

The subject property consists of an approximately 23,380 square foot industrial building located on a roughly 48,646 square foot site. As previously noted, the subject property has been 100% vacant and unused since July 20, 2016 and the property is in need of substantial rehabilitation and improvements for International Video & Electronic Inc. to occupy the same. Therefore, the Applicant plans to invest approximately \$50,000 to \$150,000 to rehabilitate the subject property, which will create construction jobs.

Based on initial inspections the Applicant plans to improve the offices with a new layout, replace carpet, paint walls, upgrade lighting where necessary, repair the ceilings, install a small showroom in the office area, upgrade the warehouse, upgrade the landscaping and add new signage as well as to complete other general maintenance. In addition, the Applicant plans to later on update the landscaping and upgrade the door on the west side of the building. However, please note that the items in need of rehabilitation as well as the costs associated therewith could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

By purchasing the subject property, rehabilitating the same and International Video & Electronic Inc. occupying and expanding into the currently vacant and unused site, the Applicant will enable International Video & Electronic Inc. to expand its operations in the Village of Bensenville. However, the Applicant will need a Class 6b Incentive to be able to complete the improvements and to successfully operate the subject property. Therefore, the Applicant will not purchase the subject property or rehabilitate the same and International Video & Electronic Inc. will not occupy the site without a Class 6b Incentive.

3. Please provide a description of the property, including any proposed improvements:

See above regarding the proposed improvements. In addition, attached please find the following:

- a. Site and building square footage as well as the legal description and zoning.
- b. Plat of Survey and an aerial of the property.
- c. 2014 and 2015 Certificate of Payments and a copy of the 2016 Proof of Payment.

4. How will you fund the property improvements?

The proposed improvements will be funded through equity in the business.

5. How will this project positively impact the local Bensenville economy?

By purchasing the subject property, rehabilitating the same and International Video & Electronic Inc. occupying and using the currently vacant site, the Applicant will provide a significant positive impact to the Village of Bensenville.

Improved Vacant Property

The approximately 48 year old subject property has been vacant and unused since July 20, 2016 and is in need of repairs. Therefore, the Applicant plans to invest approximately 50,000 to \$150,000 to rehabilitate the subject property, which will create construction jobs.

Based on initial inspections the Applicant plans to improve the offices with a new layout, replace carpet, paint walls, upgrade lighting where necessary, repair the ceilings, install a small showroom in the office area, upgrade the warehouse, upgrade the landscaping and add new signage as well as to complete other general maintenance. In addition, the Applicant plans to later on update the landscaping and upgrade the door on the west side of the building. However, please note that the items in need of rehabilitation as well as the costs associated therewith could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

Increased Taxes

Once the Applicant improves the site and International Video & Electronic Inc. occupies the same, the property has the potential to generate a significant property tax for the Village of Bensenville. The attached breakdown reveals the effect of what the taxes would be with a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be put in will provide greater real estate taxes for this property than it would if it remained vacant.

We again note that the subject property has been 100% vacant and unused since July 20, 2016 and it is currently on vacancy relief at the Cook County Assessor's Office. Additionally, because of the comparatively high taxes in Cook County it is likely the property will likely continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive.

Without a Class 6b Incentive, the Applicant will not purchase the subject property and International Video & Electronic Inc. will not expand its operations into the same, and will look for another location where the property taxes are lower either outside of Cook County or in Cook County at another facility that already has a Class 6b Incentive or can secure a Class 6b Incentive. As a result, the site would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor's Office.

Increased Employment

International Video & Electronic Inc.'s business is growing and needs to expand its operation as soon as possible. Therefore, International Video & Electronic Inc. plans to move its entire operation to the subject property and bring all 10 of its employees to the property and plans on adding approximately 2 new employees (1 full-time; 1 part-time) as soon as possible at the property. In addition, International Video & Electronic Inc. believes it will add approximately 1 to 2 new employees each year over the next 5 to 10 years if it continues to grow as anticipated. Additionally, International Video & Electronic Inc. will look to hire all qualified Village of Bensenville residents for future hires. Also please note that International Video & Electronic Inc. offers health insurance as well as provides a 401k profit sharing program to employees.

Other Benefits

The Village of Bensenville can also expect that International Video & Electronic Inc. and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the Village of Bensenville can expect that International Video & Electronic Inc. will attract business and various customers to the Village in the course of its operations. International Video & Electronic Inc. also expects approximately \$100,000 to \$200,000 in sales that will result in sales tax generation. In addition, International Video & Electronic Inc. plans to participate in the local community by donating to local charities and becoming a member of the Chamber of Commerce.

Conclusion

However, the Applicant will need a Class 6b Incentive to rehabilitate and successfully operate the subject property, and therefore, will not purchase the subject property, rehabilitate the same and International Video & Electronic Inc. will not occupy the site without a Class 6b Incentive.

As the above indicates, there are various positive benefits the Village of Bensenville will receive should the Applicant be granted the Class 6b Incentive so that it may be able to rehabilitate the subject property and International Video & Electronic Inc. can occupy the same. Additionally, International Video & Electronic Inc. hopes to expand within the Village of Bensenville, and by doing so, the Village will gain an outstanding member of the community that will provide a significant positive impact to the Village of Bensenville.

Stipulation regarding the tax appeals

International Video & Electronic Inc., or an entity to be named ("Applicant" or "Owner"), plans on purchasing the property located at 1011 Sesame St. in Bensenville, Illinois (PIN: 12-19-100-090-0000) ("Property"). Pursuant to discussions with the Village of Bensenville ("Village"), the Applicant provides the following language for the Property Tax Assessment Classification Agreement:

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or operations on the Property, which are assessed or imposed upon the Property, or which become due or payable. Owner shall have the right to challenge the real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due. The Owner may appeal the real estate tax assessment/valuation of the Property under the following circumstances:
 1. A factual error in the Property's assessed value or records by the Cook County Assessor;
 2. Vacancy of twenty-five percent (25%) or greater during a particular assessment year;
 3. The Owner may file a real estate tax assessment/valuation appeal from such time as the purchaser first takes title to the Property through and including the final level of appeal for the year in which the Property is first fully assessed as fully occupied and the Cook County Class 6B Tax Real Estate Assessment Classification for the Property is activated;
 4. During a "*Real Estate Downturn*," which is defined as any assessment year during which the total current cumulative assessed value of at least 4 comparable Class B or Class C industrial properties (including such characteristics as comparable ages and physical features) located in Elk Grove Village, Rosemont, Des Plaines, Mount Prospect, Bensenville, Itasca or Wood Dale (the "*Current Cumulative Comparables' Assessed Value*"), has decreased (or is likely to decrease as a result of appeals/refunds for a particular year) by an amount that is ten percent (10%) or more when compared to the foregoing comparable properties' total cumulative assessed value in the year in which the Property's Cook County Class 6B Tax Real Estate Assessment Classification was activated (the "*Initial Cumulative Comparables' Assessed Value*"). Nothing contained herein shall prohibit the Owner from appealing and reducing the Property's assessed value by a percentage that exceeds the percentage decreased in the Current Cumulative Comparables' Assessed Value as compared to the Initial Cumulative Comparables' Assessed Value during such time;

5. The Owner may file a real estate tax assessment/valuation appeal if in a particular assessment year, the market value or assessed value of 4 comparable Class B or Class C industrial properties (including such characteristics as comparable ages and physical features) located in Elk Grove Village, Rosemont, Des Plaines, Mount Prospect, Bensenville, Itasca or Wood Dale on a building area per square foot basis indicates that the Property's market value or assessed value on a building area per square foot basis is ten percent (10%) or more overvalued (i.e., the value of the comparable properties indicate an assessment reduction of ten percent (10%) or more in the Property's assessed value is warranted). Nothing contained herein shall prohibit the owner from appealing and reducing the Property's assessed value by a percentage that exceeds such 10% threshold.

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: International Video & Electronic. Inc. or an Telephone: (847) 420-6032
Address: 1011 Sesame St. entity to be named
City: Bensenville State: IL Zip Code: 60131

Contact Person (if different than the Applicant)

Name: Nick Shah Telephone: ()
Address: See Above
City: State: Zip Code:
Email:

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 1011 Sesame St.
Permanent Real Estate Index Number: 12-19-100-090-0000
(2)
Permanent Real Estate Index Number:
(3)
Permanent Real Estate Index Number:
City: Bensenville State: IL Zip Code: 60131
Township: Leyden Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☐ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☐ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☒ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction

commencement (*excluding demolition, if any*): ASAP

Estimated date of construction completion: ASAP

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☐ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? See Attached

When and by whom was the subject property last occupied prior to the purchase for value?

See Attached

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>September, 2018</u>
Date of purchase:	<u>Est. June, 2018</u>
Name of purchaser:	<u>International Video & Electronic, Inc., or an entity to be named</u>
Name of seller:	<u>Robert C. Weisheit Jr. Trust and Rebecca L. Weisheit Trust</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? See Attached

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: See Attached Part-time: See Attached

How many new permanent full-time jobs will be created as a result of this proposed development?

See Attached

How many new permanent full-time jobs will be created as a result of this proposed development?

See Attached

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.



Signature

Nirav Shah

Print Name

4/24/18

Date

Title

10/4/13

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Nick Shah as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec. 74-60 et seq., as amended:

X Class 6B ____ Class 8 (*Industrial property*) ____ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

X Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

____ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

Nick Shah
Agent's Name & Title

1011 Sesame St., Bensenville, IL 60131
Agent's Mailing Address

847-430-6032
Agent's Telephone Number

<u>International Video & Electronic</u>	<u>Inc. or an entity to</u>	<u>1011 Sesame St., Bensenville, IL 60131</u>
<u>Applicant's Name</u>	<u>be named</u>	<u>Applicant's Mailing Address</u>

nick@220-electronics.com
Applicant's e-mail address

Subscribed and sworn before me this 24th day of April, 2018

Signature of Notary Public

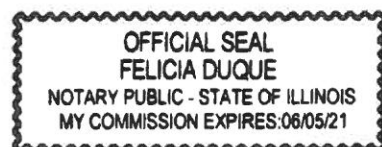


EXHIBIT A
(Please type or Print)

PIN(s)

Common Address

12-19-100-090-0000

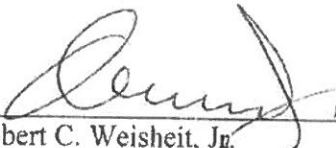
1011 Sesame St., Bensenville, IL 60131

AFFIDAVIT

I, Robert C. Weisheit, Jr., if called to testify would attest to the following facts:

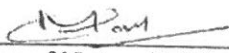
1. That I am owner of Robert C. Weisheit, Jr. Trust that owns the property located at 1011 Sesame St., Bensenville, Illinois (PIN: 12-19-100-090-0000) ("Subject Property");
2. That the prior occupant of the Subject Property was Robert C. Weisheit, Co., Inc.
3. That as of July 20, 2016, Robert C. Weisheit, Co., Inc. completely vacated the Subject Property.
4. That since July 20, 2016, the Subject Property and has been 100% vacant and unused.

Further Affiant Sayeth Not


Robert C. Weisheit, Jr.

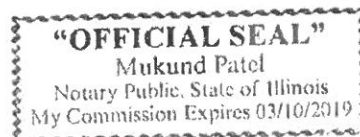
Date: 4-23-18

Subscribed and sworn before me
This 23 day of APRIL, 2018



Signature of Notary Public

County - DuPage



Legal Description and Property Information

The total land area of the subject parcel located at 1011 Sesame St. in Bensenville, Illinois (PIN: 12-19-100-090-0000) is approximately 48,646 square feet, and the total building area of the existing structure located thereon is approximately 23,380 square feet. The subject property is currently zoned I-4: General Industrial.

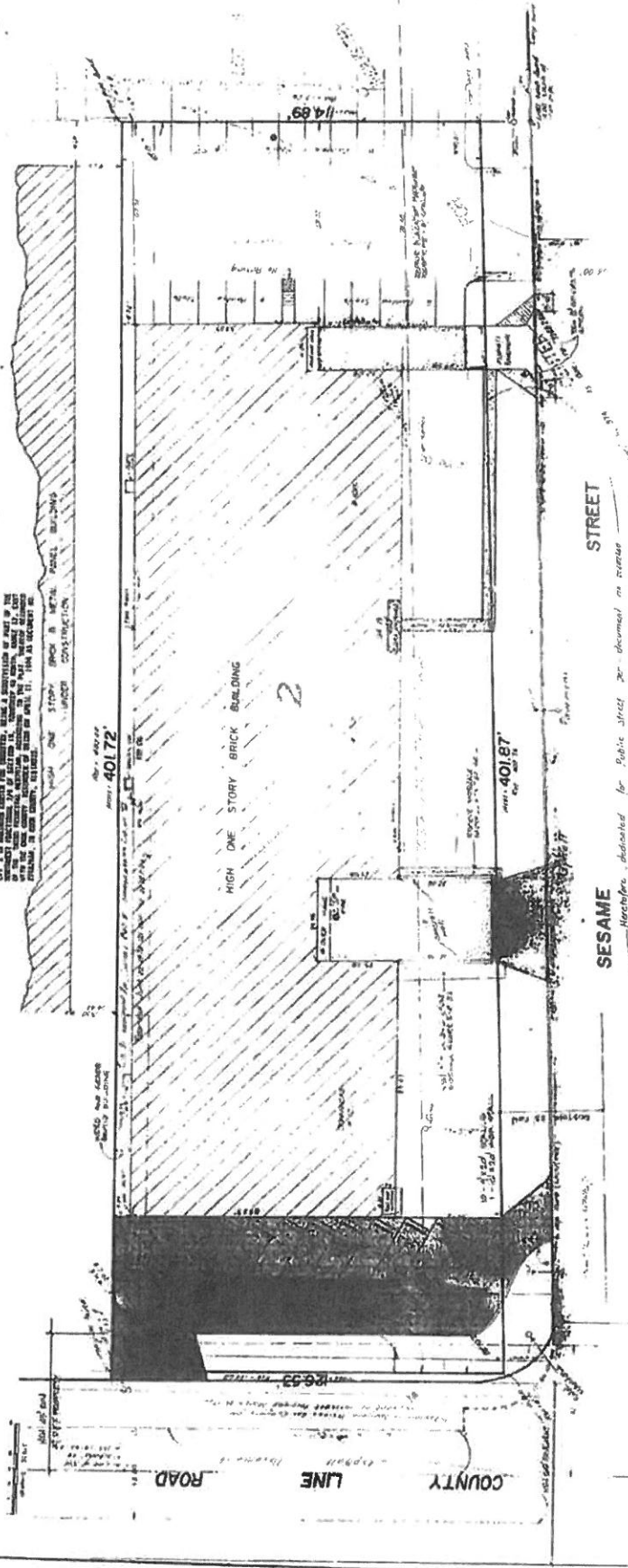
Below please find the legal description of the subject property:

LOT 2 IN HAWTHORN CENTER FOR INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON APRIL 11, 1974 AS DOCUMENT NO. 22682660, IN COOK COUNTY, ILLINOIS.

EDWARD J. MOLLOY & ASSOCIATES, LTD.
LAND & CONSTRUCTION SURVEYORS
 2800 EAST 97TH AVENUE, CHICAGO, ILL. 60619
 (312) 553-7000

PLAT OF SURVEY

OF
 THE
 LANDS OF THE
 UNITED STATES
 IN THE
 COUNTY OF COOK,
 STATE OF ILLINOIS



EDWARD J. MOLLOY & ASSOCIATES, LTD.
 2800 EAST 97TH AVENUE, CHICAGO, ILL. 60619
 (312) 553-7000

LAND TITLE SURVEY

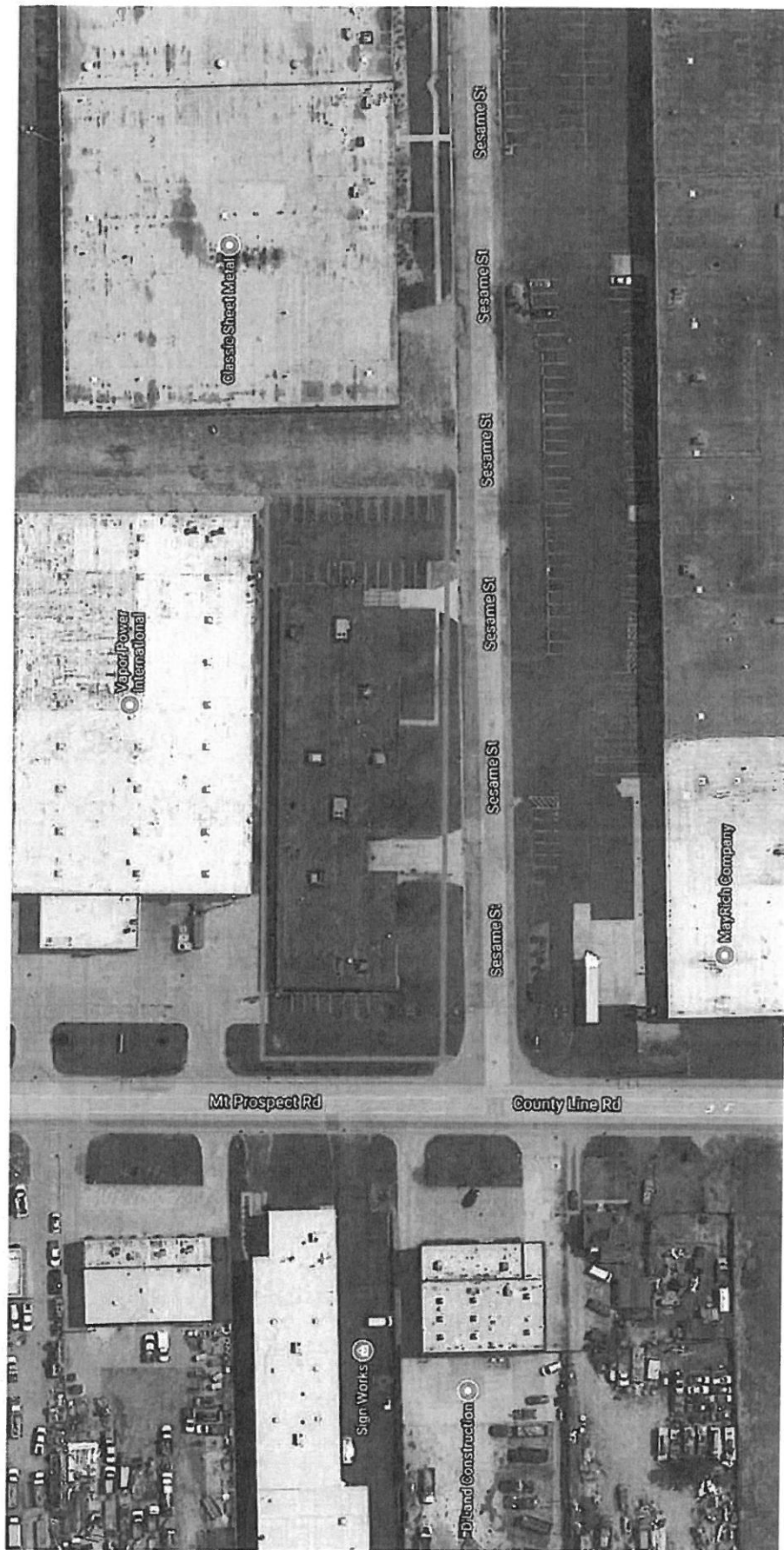
EDWARD J. MOLLOY

EDWARD J. MOLLOY & ASSOCIATES, LTD.
 2800 EAST 97TH AVENUE, CHICAGO, ILL. 60619
 (312) 553-7000

TOTAL AREA OF TRACT SURVEYED: 401.72' x 401.87' = 161,400 SQ. FT. OR 3.68 ACRES
 WHERE: 161,400 SQ. FT. OR 3.68 ACRES OF TRACT ARE IN CHICAGO CITY
 161,400 SQ. FT. OR 3.68 ACRES OF TRACT ARE IN CHICAGO CITY
 161,400 SQ. FT. OR 3.68 ACRES OF TRACT ARE IN CHICAGO CITY



FOR: Northern Trust
 ORDER NO. 80253
 FILED 12-10-15
 CHICAGO, ILL.



Ownership Information

Ownership: International Video & Electronic Inc., or an entity to be named plans on purchasing the property located at 1011 Sesame St. in Bensenville, Illinois (PIN: 12-19-100-090-0000). Attached please find a Secretary of State webpage print-out.

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	56663304		
Entity Name	INTERNATIONAL VIDEO & ELECTRONIC INC		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/03/1992	State	ILLINOIS
Agent Name	YASHVANT SHAH	Agent Change Date	02/27/2006
Agent Street Address	301 JENNIFER LN	President Name & Address	YASKVANT SHAH 301 JENNIFER LN ROSELLE 60172
Agent City	ROSELLE	Secretary Name & Address	NINAV SHAH SAME
Agent Zip	60172	Duration Date	PERPETUAL
Annual Report Filing Date	12/15/2017	For Year	2018

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office Address](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

1011 Sesame St., Bensenville, Illinois (PIN: 12-19-100-090-0000)

Year	Estimated Market Value	Estimated Tax Rate	Estimated Multiplier	Estimated Tax Without The Class 6b Incentive	Estimated Taxes/ Square Foot Without The Class 6b Incentive	Estimated Tax With The Class 6b Incentive	Estimated Taxes/ Square Foot With The Class 6b Incentive	Estimated Taxes With 100% Vacancy Relief	Estimated Taxes/ Square Foot With 100% Vacancy Relief	Estimated Building Square Feet
2018	\$1,155,340	11.514%	2.8032	\$93,225	\$3.99	\$37,290	\$1.59	\$28,906	\$1.24	23,380
2019*	\$1,386,408	11.514%	2.8032	\$111,869	\$4.78	\$44,748	\$1.91	\$34,687	\$1.48	23,380
2020	\$1,386,408	11.514%	2.8032	\$111,869	\$4.78	\$44,748	\$1.91	\$34,687	\$1.48	23,380
2021	\$1,386,408	11.514%	2.8032	\$111,869	\$4.78	\$44,748	\$1.91	\$34,687	\$1.48	23,380
2022*	\$1,663,690	11.514%	2.8032	\$134,243	\$5.74	\$53,697	\$2.30	\$41,625	\$1.78	23,380
2023	\$1,663,690	11.514%	2.8032	\$134,243	\$5.74	\$53,697	\$2.30	\$41,625	\$1.78	23,380
2024	\$1,663,690	11.514%	2.8032	\$134,243	\$5.74	\$53,697	\$2.30	\$41,625	\$1.78	23,380
2025*	\$1,996,428	11.514%	2.8032	\$161,092	\$6.89	\$64,437	\$2.76	\$49,950	\$2.14	23,380
2026	\$1,996,428	11.514%	2.8032	\$161,092	\$6.89	\$64,437	\$2.76	\$49,950	\$2.14	23,380
2027	\$1,996,428	11.514%	2.8032	\$161,092	\$6.89	\$64,437	\$2.76	\$49,950	\$2.14	23,380
2028*	\$2,395,713	11.514%	2.8032	\$193,310	\$8.27	\$115,986	\$4.96	\$69,939	\$2.56	23,380
2029	\$2,395,713	11.514%	2.8032	\$193,310	\$8.27	\$154,648	\$6.61	\$69,939	\$2.56	23,380
Totals				\$1,701,459		\$796,570		\$527,569		

*Denotes Reassessment Year.

Assumptions:

1. 2016 tax rate and 2016 multiplier.
2. Market value based on a \$1,005,340 purchase price with approximately \$150,000 of improvements and increasing 20% per reassessment year.
3. Taxes based on 100% vacancy are based on the initial 2017 Cook County Assessor's assessed valuation with 80% of the building assessed value removed, and increasing 20% per reassessment year.

DUPLICATE

CERTIFICATE OF PAYMENT OF GENERAL TAXES 2014 VOLUME 064

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, DAVID D. ORR, County Clerk of the County
of Cook, in the State aforesaid, and Keeper of the Records and
Files of said County, do hereby certify that the GENERAL TAXES
FOR THE YEAR 2014, levied on the property described below
were:

PERMANENT REAL ESTATE INDEX NUMBER: 12-19-100-090-0000

FIRST INSTALLMENT 38,870.30

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
02-22-15	022215700844	38,870.30	

SECOND INSTALLMENT 34,771.01

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
07-29-15	072915724379	34,771.01	

REFUNDS 3,222.91 J189866 08-04-17

All of which appears from the records and files in my office.

In Witness Whereof, I have hereunto set my hand and affixed the Seal
of the County of Cook, at my office, in the City of Chicago, in said
County, this 09 day of NOVEMBER 2017.


County Clerk

DUPLICATE

CERTIFICATE OF PAYMENT OF GENERAL TAXES 2015 VOLUME 064

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, DAVID D. ORR, County Clerk of the County of Cook, in the State aforesaid, and Keeper of the Records and Files of said County, do hereby certify that the GENERAL TAXES FOR THE YEAR 2015, levied on the property described below were:

PERMANENT REAL ESTATE INDEX NUMBER: 12-19-100-090-0000

FIRST INSTALLMENT 40,502.72

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
02-27-16	022916708775	40,502.72	

SECOND INSTALLMENT 33,937.63

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
07-29-16	072916704617	33,937.63	

All of which appears from the records and files in my office.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cook, at my office, in the City of Chicago, in said County, this 09 day of NOVEMBER 2017.

David D. Orr
County Clerk

ECONOMIC DISCLOSURE STATEMENT

I, Nirav Shah, if called to testify would attest to the following facts:

1. That I am a Managing Partner of International Video & Electronics Inc.
2. That International Video & Electronics Inc. does not own any real estate in Cook County, Illinois.
3. The following is the percentage ownership of International Video & Electronics Inc.:
 - a. Nirav Shah: 70 %
Yashvant Shah 30 %
4. International Video & Electronics Inc. is in compliance with the following laws:
 - a. The Cook County Workforce Resource Ordinance (COOK COUNTY, ILL., CODE, Ch. 2, Art. XIV) as applicable.
 - b. The Cook County Wage Theft Ordinance (COOK COUNTY, ILL., CODE, Ch. 34, Art. IV, Div. 4 § 34-179).
 - c. The Cook County Human Rights Ordinance (COOK COUNTY, ILL., CODE, Ch. 42, Art. II).
 - d. The Illinois Human Rights Act (775 ILCS 5/2-105).
 - e. Title VII and Title IX of the Civil Rights Act (42 USC § 2000e, et seq.).
 - f. The Age Discrimination in Employment Act (29 USC §§ 621-634).
 - g. The Americans with Disabilities Act (42 USC §§ 12101-12213).

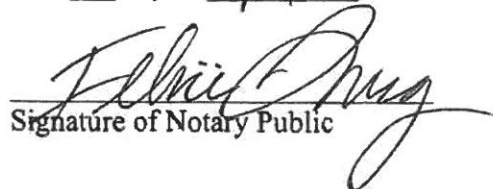
Further Affiant Sayeth Not



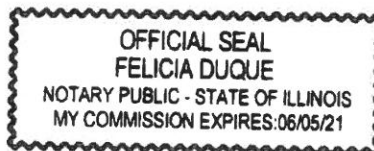
Nirav Shah

Date: 4/24/18

Subscribed and sworn before me
This 24th day of April, 2018



Signature of Notary Public



THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE AND INTERNATIONAL VIDEO & ELECTRONIC
INC.
(1011 SESAME STREET)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this ____ day of May 2018 (“**Execution Date**”), by and between the **Village of Bensenville**, an Illinois municipal corporation (“**Village**”), and **International Video & Electronic Inc.** an Illinois limited liability corporation (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the owner of real property generally located at 1011 Sesame Street, Bensenville, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Cook County Class 6B Real Estate Tax Assessment Classification**”) for the Property with said resolution stating that the Cook County Class 6B Real Estate Tax Assessment Classification is necessary for development to occur on the Property; and

WHEREAS, the adoption of a resolution by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Cook County Class 6B Tax Real Estate Assessment Classification; and

WHEREAS, Owner shall rehabilitate and occupy for use consisting of sales, warehousing, and distribution of video and audio electronics in compliance with all Village ordinances, regulations, codes, orders or laws, as depicted on Exhibit B (the “**Site Plan**”) and at a total estimated cost over \$50,000.00 (the “**Project**”); and

WHEREAS, without the Cook County Class 6B Tax Real Estate Assessment Classification for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, Owner has additionally provided a good faith estimate to the Village that the Project will employ approximately 10 full-time employees at the Property; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve a resolution setting forth its consent and support of Owner’s activation of the Cook County Class 6B Tax Real Estate Assessment Classification for the Property, which will take effect upon execution of this Agreement (the “**Resolution**”), a copy of which is attached hereto, as Exhibit C. During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Cook County Class 6B Tax Real Estate Assessment Classification for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or operations on the Property, which are assessed or imposed upon the Property, or which become due or payable. Owner shall have the right to challenge the real estate property taxes applicable to the Property; provided, that such real estate

property taxes must be paid in full when due. The Owner may appeal the real estate tax assessment/valuation of the Property under the following circumstances:

1. A factual error in the Property's assessed value or records by the Cook County Assessor;
2. Vacancy of twenty-five percent (25%) or greater during a particular assessment year;
3. The Owner may file a real estate tax assessment/valuation appeal from such time as the purchaser first takes title to the Property through and including the final level of appeal for the year in which the Property is first fully assessed as fully occupied and the Cook County Class 6B Tax Real Estate Assessment Classification for the Property is activated;
4. During a "*Real Estate Downturn*," which is defined as any assessment year during which the total current cumulative assessed value of at least 4 comparable Class B or Class C industrial properties (including such characteristics as comparable ages and physical features) located in Elk Grove Village, Rosemont, Des Plaines, Mount Prospect, Bensenville, Itasca or Wood Dale (the "*Current Cumulative Comparables' Assessed Value*"), has decreased (or is likely to decrease as a result of appeals/refunds for a particular year) by an amount that is ten percent (10%) or more when compared to the foregoing comparable properties' total cumulative assessed value in the year in which the Property's Cook County Class 6B Tax Real Estate Assessment Classification was activated (the "*Initial Cumulative Comparables' Assessed Value*"). Nothing contained herein shall prohibit the Owner from appealing and reducing the Property's assessed value by a percentage that exceeds the percentage decreased in the Current Cumulative Comparables' Assessed Value as compared to the Initial Cumulative Comparables' Assessed Value during such time;
5. The Owner may file a real estate tax assessment/valuation appeal if in a particular assessment year, the market value or assessed value of 4 comparable Class B or Class C industrial properties (including such characteristics as comparable ages and physical features) located in Elk Grove Village, Rosemont, Des Plaines, Mount Prospect, Bensenville, Itasca or Wood Dale on a building area per square foot basis indicates that the Property's market value or assessed value on a building area per square foot basis is ten percent (10%) or more overvalued (i.e., the value of the comparable properties indicate an assessment reduction of ten percent (10%) or more in the Property's assessed value is warranted). Nothing contained herein shall prohibit the owner from appealing and reducing the Property's assessed value by a percentage that exceeds such 10% threshold.

Section 5. Event of Default.

- a. The following shall constitute an event of default ("**Event of Default**") by the

Owner hereunder:

- i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
- ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
- iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.

b. The following shall constitute an Event of Default by the Village hereunder:

- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). Provided if Owner commences to cure such breach and is diligently and in good faith attempting to cure such breach, the Cure Period shall be extended for one (1) additional ninety (90) day period. In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Cook County Class 6B Real Estate Tax Assessment

Classification on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and absent fraud by the Owner, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property for property tax years occurring prior to the Event of Default.

- ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Cook County Class 6B Real Estate Tax Assessment Classification for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property occurring after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

As long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject. Any assignment or transfer in violation of this Section shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein. Prior to Owner exercising any right hereunder, Owner may request in writing from the Village a letter certifying that this Agreement is in full force and effect

and specifying that the Owner is not in default of any term, provision or condition of this Agreement. If Owner is in default of this Agreement, Village shall specify the claimed default and any applicable notice and cure provision. Village shall provide such letter to the Owner and the name and address of any proposed transferee or assignee specified by Owner no later than ten (10) business days after receipt of such request.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Owner and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on

improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.

- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the parties shall be responsible for their own attorney's fees and costs in such proceeding or any appeal therefrom.

Section 8. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below by overnight courier; and such notice shall be effective upon receipt:

If to Village: Village of Bensenville
 12 South Center Street
 Bensenville, Illinois 6060106
 Attention: Village Manager

If to Owner: International Video & Electronic Inc.

CC: Sarnoff Baccash Property Tax Law
 Attn. Zachary Kafitz
 One North LaSalle Street, Suite 1920
 Chicago, IL 60602

- b. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF BENSENVILLE, an Illinois
municipal corporation

Village President

ATTEST:

Village Clerk

OWNER:

International Video & Electronic Inc.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT A

Legal Description
(see attached)

PINs

12-19-100-090-0000

EXHIBIT B

Site Plan
(see attached)

EXHIBIT C

Resolution
(see attached)

RESOLUTION NO.____

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT
APPLICATION BY INTERNATIONAL VIDEO & ELECTRONIC INC. FOR 23,380 OF
AN INDUSTRIAL FACILITY LOCATED AT 1011 SESAME STREET,
VILLAGE OF BENSENVILLE, COOK COUNTY, ILLINOIS**

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 Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the “*Classification Ordinance*”), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, International Video & Electronic Inc. (the “*Applicant*”) purchased for value a certain parcel industrial property commonly known 1011 Sesame Street, Bensenville, Illinois, and hereinafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”); and

WHEREAS, Applicant intends to rehabilitate the Property and occupy for use consisting of sales, warehousing, and distribution of video and audio electronics, the viability of such being dependent on the granting of a Class 6B Tax Assessment Classification, as said term is defined in the Classification Ordinance (the “*Class 6B Tax Assessment Classification*”); and

WHEREAS, Applicant has requested that the President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) support and consent to the filing of its application for a Cook County Class 6B Real Estate Tax Assessment Classification for the Property, as said term is defined in the Classification Ordinance (the “*Class 6B Tax Assessment Classification*”); and

WHEREAS, the adoption of a resolution by the Corporate Authorities is required and must be filed by Applicant with its application in order for the Property to obtain a Class 6B Tax Assessment Classification; and

WHEREAS, the Corporate Authorities find that the redevelopment contemplated for the Property will serve the residents of the Village and that without the Class 6B Tax Assessment Classification for the Property it will remain vacant and abandoned and exasperate blight in the area surrounding the Property; and

WHEREAS, to ensure the ongoing viability of the industrial base of the Village, the continuation and expansion of employment opportunities in the Village and to safeguard and further diversify the tax base of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to approve the application by Applicant for a Class 6B Real Estate Tax Assessment Classification for the Property.

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 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. Subject to the conditions set forth in Section 4, the Corporate Authorities

support and consent to the filing of an application for a Cook County 6B Tax Assessment Classification for the Property, which is legally described on Exhibit A, and find that without a Class 6B Tax Assessment Classification, the Property will remain vacant and underutilized, which will not only hinder further development efforts in the area surrounding the Property but will thwart the efforts of Applicant to undertake its proposed development within the Village.

Section 3. The Corporate Authorities further find that the granting of the Class 6B Tax Assessment Classification is necessary for the industrial development to remain viable on the Property, which is the subject of this Resolution.

Section 4. That it is in the best interest of the Village to enter into the *Property Tax Assessment Classification Agreement*, a copy of which is attached hereto and made a part hereof as Exhibit B (the “*Agreement*”); and that the Agreement is hereby authorized and approved, with such necessary non-material changes as determined by the Village President, with said changes and revisions therein contained being approved by execution and delivery of such Agreement by the Village President. The officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. This Resolution shall be in full force and effect upon the last to occur:

- i. its passage, approval and publication as provided by law; and
- ii. the execution by the Applicant and the Village of the Agreement as provided in this Resolution.

(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 May 2018, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Legal Description
(see attached)

PINs

12-19-100-090-0000

Exhibit B

Class 6B Agreement
(see attached)

TYPE:Resolution**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Information Technology**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing a Purchase Order with Dell Inc. for the Purchase up to 21 Dell Desktop and 3 Dell Laptops for the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

The Village owns more than 100 desktops which is necessary for staff to perform day to day operations. Currently the Village does not have a formal refresh program in place. However, staff has now prepared a new scheduled refresh program. Accordingly, it has been identified the need to purchase up to 21 desktop computers for replacement as well as 3 Dell laptops.

The Village has received three quotes which are attached herewith and Dell has offered the Village the lowest purchase price for the computers.

KEY ISSUES:

- a) Village did not have a formal refresh program in place previously.
- b) Staff has prepared a refresh program schedule and 21 desktops and 3 laptops have been identified for replacement.
- c) The Village has obtained three quotes and the Dell, Inc prices are the lowest at this time.

ALTERNATIVES:

At the discretion of the Committee.

RECOMMENDATION:

Staff recommends the approval of the Resolution to authorize a purchase order for 21 desktop computers from Dell Inc. (For now, the Village is anticipating the initial purchase of 15 desktop computers and 3 laptops).

BUDGET IMPACT:

15 Desktops = 15 x \$700.54 = \$10,508.10

3 Laptops = 3 x \$1,034.52 = \$3,103.56

(Will be paid out of IT capital budget)

Additional authority to purchase the remaining 6 desktops in FY2018.

ACTION REQUIRED:

Approval of the Resolution authorizing the execution of a Purchase Order with Dell, Inc. to acquire up to 21 desktop computers and 3 laptops for the Village of Bensenville.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Dell Quote	5/9/2018	Backup Material
Dell Laptop Quote	5/9/2018	Backup Material
CDWG Quote	5/9/2018	Backup Material
SHI Quotes	5/9/2018	Backup Material
Resolution	5/9/2018	Resolution Letter



A quote for your consideration!

Total: \$10,508.10

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000024280935.1	Quote date: Apr. 19, 2018	Quote expiration: Jun. 1, 2018
Company name: VILLAGE OF BENSENVILLE	Customer number: 103162318	Phone: (630) 594-1076
Sales rep information: Anthony Patrick Anthony_Patrick@Dell.com (800) 456-3355 Ext: 7250579	Billing Information: VILLAGE OF BENSENVILLE 12 S CTR ST BENSENVILLE IL 60106-2130 US (630) 594-1076	

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 3050 SFF	15	\$700.54	\$10,508.10
Subtotal:			\$10,508.10
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$10,508.10
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$10,508.10

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Anthony Patrick

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 SFF	15	\$700.54	\$10,508.10
	Estimated delivery date: Apr. 25, 2018			
	Contract No: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AKHP	OptiPlex 3050 Small Form Factor BTX	15	-	-
338-BKYY	Intel Core i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux	15	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	15	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	15	-	-
370-ADJU	8GB 1x8GB 2400MHz DDR4 Memory	15	-	-
400-ANPK	2.5 inch 128GB SATA Class 20 Solid State Drive	15	-	-
401-AANH	2nd Hard Drive: not included	15	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	15	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	15	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	15	-	-
385-BBCR	No Media Card Reader	15	-	-
555-BBFO	No Wireless LAN Card	15	-	-
555-BBFO	No Wireless LAN Card	15	-	-
382-BBBZ	No Add On Card	15	-	-
321-BCJW	OptiPlex 3050 SFF with 180W Standard Power Supply (APFC)	15	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	15	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	15	-	-

470-AAJL	NO ADAPTER	15	-	-
817-BBBC	Not selected in this configuration	15	-	-
575-BBBI	No Integrated Stand option	15	-	-
525-BBCL	SupportAssist	15	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	15	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	15	-	-
658-BBRB	Waves Maxx Audio	15	-	-
658-BBRB	Waves Maxx Audio	15	-	-
658-BCUV	Dell Developed Recovery Environment	15	-	-
620-AALW	OS-Windows Media Not Included	15	-	-
387-BBCG	No ESTAR	15	-	-
998-CHWV	Fixed Hardware Configuration	15	-	-
461-AAEI	No Chassis Intrusion Switch	15	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	15	-	-
332-1286	US Order	15	-	-
340-ABJI	No Diagnostic/Recovery CD media	15	-	-
340-BKBT	PLCMT,DOC,3050,SFF,DAO	15	-	-
631-ABFE	No Out-of-Band Systems Management	15	-	-
551-BBBJ	No Intel Responsive	15	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	15	-	-
329-BBJL	TPM Enabled	15	-	-
389-BDQH	Retail POD	15	-	-
340-BKFK	Ship Material for Opti 5050 SFF	15	-	-
389-BBUU	Shipping Label for DAO	15	-	-
658-BBTV	CMS Essentials DVD no Media	15	-	-
389-BLSV	Intel Core i5 Processor Kabylake Label	15	-	-
461-AABF	No CompuTrace	15	-	-

450-AAOJ	System Power Cord (Philipine/TH/US)	15	-	-
389-BRLH	MOD,LBL,REG,SFF,JSD2,3050,APFC	15	-	-
800-BBIP	Desktop BTS/BTP Shipment	15	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	15	-	-
803-8649	ProSupport: Next Business Day Onsite, 5 Years	15	-	-
803-8705	ProSupport: 7x24 Technical Support, 5 Years	15	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	15	-	-
			Subtotal:	\$10,508.10
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$10,508.10

Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



A quote for your consideration!

Total: \$3,103.56

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:
3000024862158.1	May 9, 2018	Jun. 8, 2018

Company name:	Customer number:	Phone:
VILLAGE OF BENSENVILLE	103162318	(630) 594-1076

Sales rep information:	Billing Information:
Anthony Patrick Anthony_Patrick@Dell.com (800) 456-3355 Ext: 7250579	VILLAGE OF BENSENVILLE 12 S CTR ST BENSENVILLE IL 60106-2130 US (630) 594-1076

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Latitude 3590	3	\$896.53	\$2,689.59
Dell Business Dock - WD15 with 130W adapter	3	\$137.99	\$413.97
Subtotal:			\$3,103.56
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$3,103.56
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$3,103.56

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Anthony Patrick

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 3590	3	\$896.53	\$2,689.59
	Estimated delivery date: May 15, 2018			
	Contract No: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-ANYL	Dell Latitude 3590 BTX	3	-	-
379-BCZX	Intel Core i5-8250U Processor (Quad Core, 6M Cache, 1.6GHz, 15W)	3	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	3	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	3	-	-
338-BNQG	Intel(R) Core(TM) i5-8250U Processor (Quad Core, 6M Cache, 1.6GHz, 15W), Integrated Intel UHD 620 Graphics	3	-	-
370-ADIB	8GB, 1x8GB, 2400MHz DDR4 Memory	3	-	-
400-AUNX	2.5" 500GB SATA 7200 RPM Hard Drive	3	-	-
340-ADBJ	Thank You for Choosing Dell	3	-	-
320-BCLV	Non-Touch WLAN LCD Cover with HD Camera	3	-	-
391-BDNS	15.6" HD (1366x768) Non-Touch Anti-Glare, Camera & Microphone, WLAN Capable	3	-	-
580-AGUB	Single Pointing Non-backlit US-English Keyboard	3	-	-
570-AADK	No Mouse	3	-	-
555-BDXS	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Driver	3	-	-
555-BCMW	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	3	-	-
362-BBBB	No Wireless WWAN Card	3	-	-
451-BCEX	4 Cell 56Whr ExpressCharge™ Capable Battery	3	-	-

450-ADTR	65W AC Adapter	3	-	-
346-BCQP	No Fingerprint and No Smart Card	3	-	-
650-AAAM	No Anti-Virus Software	3	-	-
620-AAOH	No Media	3	-	-
998-CUWY	Fixed Hardware Configuration	3	-	-
340-BZfZ	Win 10 Quick Reference Guide, English/French	3	-	-
332-1286	US Order	3	-	-
430-XXYG	No Resource DVD / USB	3	-	-
525-0131	Dell Command Power Manager (DCPM)	3	-	-
525-BBCL	SupportAssist	3	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	3	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	3	-	-
658-BBRB	Waves Maxx Audio	3	-	-
658-BCUV	Dell Developed Recovery Environment	3	-	-
658-BDTB	System Shipment, Latitude 3490/3590	3	-	-
340-BSDH	Directship Info	3	-	-
340-BZFU	Shipping Material	3	-	-
537-BBBL	US Power Cord	3	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	3	-	-
389-CGBB	Intel(R) Core(TM) i5 Processor Label	3	-	-
389-BEYY	Regulatory Label included	3	-	-
460-BBEX	No Carrying Case	3	-	-
387-BBNC	Energy Star Version 6.1	3	-	-
800-BBGQ	Smart Selection Shipment (M)	3	-	-
452-BBSE	No Docking Station	3	-	-
389-BKKL	EAN label	3	-	-
340-ACQQ	No Option Included	3	-	-
610-BBXQ	No Additional Hard Drive Selected	3	-	-

975-3461	Dell Limited Hardware Warranty Extended Year(s)	3	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	3	-	-
997-6662	ProSupport: Next Business Day Onsite, 1 Year	3	-	-
997-6666	ProSupport: Next Business Day Onsite, 4 Year Extended	3	-	-
997-6675	ProSupport: 7x24 Technical Support, 5 Years	3	-	-
997-6727	Dell Limited Hardware Warranty	3	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Business Dock - WD15 with 130W adapter	3	\$137.99	\$413.97
	Estimated delivery date: May 15, 2018			
	Contract No: 99AGZ			
	Customer Agreement No: MHEC-07012015			
452-BDDV	Kit-Dell Dock WD15,US,130W,1.1C,MDP	3	-	-
			Subtotal:	\$3,103.56
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$3,103.56

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If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

QUOTE CONFIRMATION



DEAR PAUL CARMODY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JSNC542	4/23/2018	DELL	8530684	\$10,638.66

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell OptiPlex 3050 - SFF - \$20 Instant Savings through 05/04/18 Mfg. Part#: 44M5R UNSPSC: 43211508 Contract: MARKET	15	4481385	\$621.46	\$9,321.90
Dell Hardware Service with In-Home/Onsite Service After Remote Diagnosis Up Mfg. Part#: 808-3176 UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	15	4132264	\$80.54	\$1,208.10

PURCHASER BILLING INFO	SUBTOTAL	\$10,530.00
Billing Address: VILLAGE OF BENSENVILLE ACCOUNTS PAYABLE 12 S CENTER ST BENSENVILLE, IL 60106-2130 Phone: (630) 594-1440 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$108.66
	GRAND TOTAL	\$10,638.66
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: PUBLIC SAFETY DON SCHULTZ 345 E GREEN ST BENSENVILLE, IL 60106-2511 Shipping Method: NiteMoves Local Super-Saver		

Need Assistance? CDW•G SALES CONTACT INFORMATION



CDWG Account Team - Jen and Meagan

(866) 339-7925

jennandmeagan@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Pricing Proposal

Quotation #:	14701365
Description:	21 Dell 3050 SFF
Created On:	Jan-15-2018
Valid Until:	Jan-31-2018

City of Bensenville IL

Paul Carmody
12 Center St
Bensenville
IL
60106
US
Phone:
Fax:
Email: pcarmody@7layerit.com

[Click here](#) to order this quote

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Dell OptiPlex 3050 - SFF - Core i5 7500 3.4 GHz - 8 GB - 128 GB Dell - Part#: 44M5R	21	\$663.00	\$13,923.00
			Subtotal \$13,923.00
			Shipping \$110.25
			Total \$14,033.25

Additional Comments

The Products offered under this proposal are subject to the [SHI Return Policy](#), unless there is an existing agreement between SHI and the Customer.

RESOLUTION NO _____

**CONSIDER A RESOLUTION AUTHORIZING A PURCHASE ORDER TO DELL INC. FOR THE PURCHASE OF 15
DELL DESKTOP AND 3 DELL LAPTOPS**

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

That the Village Manager and the Staff is authorized to execute the attached Purchase Order with Dell,
Inc. to buy up to 21 Dell Desktop Computers and 3 Laptops.

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

Frank DeSimone, Village President

ATTEST: _____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**Chief Frank Kosman**DEPARTMENT:**Police**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing an Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District #2 for a School Resource Officer

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>

<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

Bensenville School District #2 staff have notified the Police Department of the School District's intention to approve an Intergovernmental Agreement with the Village for having a School Resource Officer assigned to the district for the upcoming school year. The Intergovernmental Agreement is the same as last year's except that the personnel costs have been updated and reflect the salary and benefits package of the selected officer, Kevin Banks. A copy of the job description and the Department's Procedure for the School Resource Officer is attached to explain the purpose of the position and the officer's duties.

KEY ISSUES:

In summary, the Intergovernmental Agreement includes the following provisions:

- The agreement would be for one year and could be cancelled by either party with a 60-day notice.
- The officer would be assigned as the resource officer for the School District for days that school is in session (about 179 days per year).
- In total, District 2's reimbursement cost to the Village is \$94,195 for the upcoming school year.

ALTERNATIVES:

1. Approval of a Resolution to Authorize the Intergovernmental Agreement.
2. Discretion of the Committee.

RECOMMENDATION:

Both Bensenville School District #2 and the Bensenville Police Department have found it mutually beneficial to have a School Resource Officer for the past 8 years. Both staffs recommend that the position be filled by an officer for the upcoming school year.

BUDGET IMPACT:

When not assigned to the school, the officer would be assigned to either patrol or investigations depending on what best meet the needs of the department at that time. The position was included in this fiscal year's budget. The annual salary and benefits of the school resource officer is about \$126,722. At 70%, the school will reimburse the Village for \$88,705. The annual equipment cost is about \$7,143 and the uniform cost is \$700. The 70% school reimbursement for those costs is another \$5,490. The total reimbursement is \$94,195 which is \$2,583 (2.8%) more than last year. The increase reflects the officer's contractual wage increase.

ACTION REQUIRED:

Approval of a Resolution authorizing the Village President to execute the Intergovernmental Agreement

between the Village of Bensenville and Elementary School District #2.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
School Resource Officer Procedure	6/9/2016	Exhibit
School Resource Officer Job Description	6/9/2016	Exhibit
IGA	5/9/2018	Exhibit
Resolution	5/8/2018	Resolution Letter

Bensenville Public Safety

Police Department

Title: School Resource Officer

Procedure: 4.303

Date Issued: 02-17-2014

Effective Date:

03-1-2014

Distribution: All

Authority: Frank Kosman, Chief of Police

PURPOSE:

The school resource officer policy is established to provide continuity in the way the program is administered when SRO's are assigned to and present in the Bensenville schools. While this policy is intended to ensure all parties know and understand their respective responsibilities and authority, it is in no way to be construed as an employer-employee relationship between BPD and the school district.

The Village of Bensenville, School District 2, and the Police Department recognize the importance of coordinating a collaborative effort to maintain a safe and secure educational environment. A critical element of a successful SRO program is the development and continuation of a positive relationship between the SRO, principal, school staff, and counselors. To this end, the SRO should strive to establish a close working relationship with officials of the school to which he/she is assigned. The SRO shall foster positive relationships with students. The SRO shall counsel students and school staff in special circumstances and in regards to criminal or juvenile law.

POLICY:

SRO is an ambassador of the Police Department and shall serve as a resource to students, their families, school staff, and the community at large. The Bensenville Police Department is committed to the prevention of juvenile delinquency and crime and the SRO program is a vital component of the Department's community oriented policing philosophy. When SRO's are assigned to work within the Village's schools, their responsibility is to enhance cooperation between the Police Department and the schools in the pursuit of these goals. The collaborative effort is further established to improve the quality of life within the Village as well as providing a safer environment in the school system. (OPR 03.04A)

SELECTION AND QUALIFICATIONS:

Selection of the SRO shall be in compliance with Department procedures. SRO shall obtain specialized training as soon as practical. Officers should have a strong knowledge of the village policies, base functions and resources. Geographical and demographical knowledge is an asset. Officers shall be proficient in criminal law and village ordinances. Officers should possess skills in communication and listening, negotiation and persuasion, and effective interpersonal and organizational skills. Officers must

have the abilities to analyze and resolve conflict quickly, calmly and effectively in stressful situations. Officers shall be flexible and adapt to interact effectively and productively with the Police Department and school staff, students and their parents. Establishing and maintaining effective working relationships is essential to the betterment of the community. Officers are expected to function with minimal supervision and shall be self-motivated and display sound judgment. Officers shall have an excellent attendance record. From time to time, the SRO is required to perform public speaking. The officer must be able to perform these tasks with professionalism.

GENERAL PROCEDURES:

Authority

1. The SRO reports to the Investigation Supervisor, but will cooperate and take direction from the school's administration when at the schools. The SRO will report conflicts in direction to both the school's principal and the Investigations Supervisor.
2. As a member of the Department, the SRO is directly responsible to the Investigations Supervisor. Any variations to the normal work schedule or assignments will be subject to approval of the SRO supervisor. Normal work schedule, during the regular school year, will be consistent with school session hours to include the school day, school functions and events at the request of the principal.
3. SRO shall reaffirm their role as law enforcement officers by wearing their uniform unless doing so would be inappropriate for school scheduled activities.
4. SRO is a sworn position and maintains all police powers in compliance with the Illinois Compiled Statutes (ILCS).

Objectives

It is intended that the presence of SRO's in school serves to provide a visible deterrence to criminal activity, and also, to strengthen police-community relations in a non-confrontational setting. SRO's strive to enrich police relations by enhancing overall police image. They focus efforts on improving the attitude of the students and other youths toward the police, as well as police attitudes toward juveniles, through the following activities (OPR 03.04B):

1. Protect the school district campus and the persons using their facilities.
2. Serve as a liaison between school personnel and other law enforcement agencies in the cooperative fulfillment of responsibilities and objectives related to juveniles.
3. Act as an advisor to students. The SRO is expected to answer questions that students may have regarding criminal or juvenile law. The SRO shall counsel students in special situations, such as students suspected of engaging in criminal misconduct. This may be done by request of the principal or his designee or by the students' parents. (OPR 03.04B)
4. Initiate and maintain contacts with parents/guardians of students who exhibit delinquent behavior. Offer assistance and community resources, while soliciting parent/guardian participation, in dealing with the problem.
5. Present various crime related presentations at the request of school staff.

6. Facilitate and encourage discussions to correct misinformation and eliminate negative feelings.

Responsibilities of the SRO

1. The SRO shall be responsible for law enforcement activities on school property during school hours and should be visible in and around the school at the beginning of the day, at the end of the day, during class changes, and during lunch periods.
2. The SRO shall enforce federal, state, and local laws and ordinances, and assist school officials with the enforcement of District 2 policies and administrative regulations regarding student conduct.
3. All criminal activity that comes to the attention of the principal or school staff should be reported immediately to the SRO, when on duty, or to the Department via the non-emergency telephone, when the SRO is not available. If immediate law enforcement response is necessary the Department should be notified via 911. The SRO shall investigate criminal activity committed on or adjacent to school property. The SRO shall document all matters that are of safety and importance to the school (e.g. potential violence, gang and drug activity, patterns of delinquency, abuse, neglect, runaways, and other areas of concern).
4. The SRO shall assist the school with truancy violations. The SRO shall attempt to make contact at the residence for the dual purpose of familiarization with the location of possible problems within the Village and to rectify the violation. The SRO shall notify the principal of the result.
5. The SRO shall inform the principal of scheduling changes, including unexpected absences, and keep that person up to date on any changes resulting from a workload alteration. The SRO shall coordinate with the Department and the High School SRO regarding duties that must be performed in his/her absence.
6. The SRO is not authorized to enforce violations of school rules, policies, regulations or administrative rules, but will assist and investigate the matter when requested by school staff. However, the SRO will not utilize the Law Enforcement Agencies Data System (LEADS) for any noncriminal investigation.
7. The SRO shall be aware of crime and social trends that may affect the law enforcement tactics and the schools.
8. The SRO may be utilized as an instructor on agreed upon curriculum.
9. The SRO shall complete Department reports in a timely manner, make arrests when necessary, and provide testimony for school hearings when requested to do so.
10. The SRO may serve on staff committees relevant to school safety and emergency rescue when appropriate.
11. The SRO may attend/participate in county and state SRO meetings and training.
12. Upon request, the SRO shall complete reports and submit them to the immediate supervisor and/or the school administration.

Communication

Meetings should be held between the SRO and the school principal (s) as needed to discuss or exchange information regarding criminal activity/investigations, problem areas, persons or groups, or any other area of concern that might affect the school and the community.

The SRO's supervisor may meet with the principal as needed to discuss areas of concern, and to evaluate the SRO program or the assigned officer.

The SRO shall be available to other members of the Police Department for information or assistance regarding school related problems.

Interviews

When possible, interviews should not interfere with the students' education. However, if it is necessary to interview juveniles during school hours in reference to a criminal offense, officers shall attempt to notify the SRO. The principal should be notified if it is necessary to remove the student from class. The questioning of the student may be permitted in a private place within the school.

Search and Seizure

The Department recognizes that school officials may sometimes detain and search a student, as well as the student's personal property or school property provided for that student's use when reasonable suspicion exists to believe the student violated federal, state or local laws. The SRO is required to adhere to the probable cause standard set forth by the U.S. constitution with regards to search and seizures. The SRO may stand by for safety reasons, but shall not become involved in the search. The SRO may take custody of any weapons, drugs, or contraband in compliance of all applicable Department policies and procedures.

Arrest/Enforcement Procedures

When possible, and as long as such notification does not compromise officer safety or the integrity of the investigation, the principal shall be notified, as soon as practical, of any significant criminal enforcement action (to include arrest) in the school or related to the school. This includes the arrest of a student, staff member, and any subject on school property.

**Job Title:**

School Resource Officer (District 2)

Job Purpose:

Coordinate a collaborative effort between the Village of Bensenville, School District 2, and the Police Department to provide a safe and secure educational environment in the District 2 school system.

Job Context:

The officer will work in a cooperative effort with District administration, principals, assistant principals, counselors, and other staff with a prevention orientation to promote a positive learning environment and foster positive relationships with students and employees. The officer will serve as law enforcement related resource for school staff, students, and their families.

The School Resource officer also assists in protecting the school districts campus and the persons using their facilities. Therefore, the school resource officer's work involves an element of personal danger and the authority to use deadly force.

Reports to:

Investigations Sergeant but will work in a cooperative effort with the school district staff. The Resource officer will report conflicts in direction to both the school's principal and the investigations sergeant. They will be resolved through consultation between the school district and the police department.

Supervises:

No supervisory responsibility

Job Duties:

- To protect lives and property for the citizens and public school students.
- To enforce federal, state and local laws and ordinances, and to assist school officials with the enforcement of District 2 policies and administrative regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.

- To counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the students' parents.
- To answer questions that students may have about criminal or juvenile law.
- To assist other law enforcement officers with outside investigations concerning students attending the school to which the school resource officer is assigned.
- To provide security for special school events or functions, such as dances, at the request of the principal.
- To reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities.
- To develop expertise in presenting various crime-related subjects and make presentations on the topics at the request of school staff.
- To foster positive relationships with students.
- To complete reports in a timely manner.

Knowledge, Skills, and Abilities:

- Knowledge of federal and state laws and local ordinances especially those related to youth.
- Knowledge of Village policies, geography, buildings, street systems, and special areas requiring pre-crime knowledge or special crime prevention techniques.
- Knowledge of the behavior of criminals and juvenile delinquency their causes.
- Knowledge of Village department functions.
- Knowledge of available community resources.
- Ability to analyze situation and to act quickly, calmly, and effectively under emergency and other stressful circumstances.
- Ability to establish and maintain effective working relationships with other employees, officials, and the general public.
- Ability to communicate effectively both orally and in writing.
- Ability to understand and empathize with youth and their problems and concerns.
- Ability to resolve conflict
- Excellent problem solving skills
- Sound judgment and decision making skills
- Self-motivated and able to work with minimal supervision
- Ability to perform public speaking
- Excellent attendance record
- Adaptability and flexible with ability to interact effectively and productively with police department and school staff, students, and their parents

Working Conditions:

May have shift work and schedule adjustments. Subject to inside and outside conditions. May come into contact with biohazardous material, and blood borne pathogens, and individuals with contagious diseases. May be subject to bodily harm by various individuals.

Licenses and Additional Requirements:

Must possess a valid IL driver's license. Must make a commitment to remain in the School Resource Officers program for 3 years unless promoted to a higher civil service rank.

Salary:

See current patrol officer contract.

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE AND BENSENVILLE
ELEMENTARY SCHOOL DISTRICT No. 2**

This agreement is made and entered into this May 22, 2018, by and between the VILLAGE OF BENSENVILLE, DuPage and Cook Counties, Illinois (“the Village”), and the BOARD OF EDUCATION OF BENSENVILLE ELEMENTARY SCHOOL DISTRICT NO. 2, DuPage County, Illinois (“the School District”).

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5/ILCS 220/1, et seq.) provides that public agencies may share powers through intergovernmental agreements; and

WHEREAS, the Village is a unit of local government (as defined in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act), and the School District is a school district (as identified in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act); and

WHEREAS, the School District desires to have a police officer (hereinafter referred to as a “Resource Officer”) posted at the School District’s schools during the school year; and

WHEREAS, the Village has determined it to be appropriate to provide the services of a Resource Officer at the School District’s schools;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and School District agree as follows:

1. Payment:
 - a. The School District hereby agrees to reimburse the Village for 70% of the annual salary and benefits of one Resource Officer, and the School District hereby agrees to reimburse the Village for 70% of the annual equipment costs of one Resource Officer, as itemized in attached Exhibit A. The annual salary, benefits, and equipment costs hereinafter are collectively referred to as “Annual Costs.”
 - b. The School District agrees to submit payment for its reimbursement obligations relating to Annual Costs, as follows: During each school year,

said payment for the school year shall be made in advance, in four equal installments, on September 1, November 1, January 1, and March 1.

- c. In addition, the School District hereby agrees to reimburse the Village for the following additional expenditures, as itemized in the attached Exhibit B:
(1) 70% of the cost of the Resource Officer's annual uniform allowance. Uniform costs are hereinafter referred to as "Additional Expenditures."
 - d. Additional Expenditures shall be invoiced to the School District by the Village. Upon receipt by the School District of an invoice for an Additional Expenditure, the School District shall reimburse the Village within 30 (thirty) days of receipt of said invoice.
2. **SERVICES:** The Village shall assign one Resource Officer to the School District's schools during the scheduled school year. The Resource Officer shall be assigned to the School District's schools from 9:00 AM until 5:00 PM or as mutually agreed on all days of student attendance and three additional in-service days, for a total of 179 days. If the School District needs the Resource Officer adjust his or her hours to meet a specific need such as to testify at student discipline or expulsion hearings, the Resource Officer's hours shall be adjusted accordingly. There shall be no additional charge to the School District for the change.
3. **INDEMNIFICATION:**
- a. The Village agrees to indemnify, defend, and hold harmless the School District and its board members, employees, volunteers, and agents, from and against any claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and expenses (including reasonable attorney fees), arising from or caused by, in whole or in part, the intentional or negligent acts or omissions of the Village or the Resource Officer or any other employee, volunteer or agent of the Village, except to the extent that such claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and/or expenses arise from or are caused by the intentional or negligent acts or omissions of the School District or its employees, volunteers or agents.
 - b. The School District agrees to indemnify, defend, and hold harmless the Village and its board members, employees, volunteers, and agents, from and against any claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and expenses (including reasonable attorney fees), arising from or caused by, in whole or in part, the intentional or negligent acts or omissions of the School District or any other employee, volunteer or agent of the School District, except to the extent that such claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and/or expenses arise from or are caused by the intentional or negligent acts or omissions of the Village or the Resource Officer or any other employee, volunteer or agent of the Village.
 - c. The Village and the School District are not limiting or waiving any rights or available defenses, including those under the Tort Immunity Act.

4. **PURPOSE/EMPLOYMENT:** The overall purpose of the Resource Officer shall be to assist other school officials in maintaining a proper educational environment for the School District's students. However, the Resource Officer is and shall remain an employee of the Village, and shall be supervised through the Police Department. All activities of the Resource Officer shall be undertaken as an employee of the Village, pursuant to all applicable laws and Police Department rules and regulations.
5. **ADDITIONAL SERVICES:** The posting of a Resource Officer does not relieve the Village from providing such police protection or police services as may be necessary from time to time in exercise of its police power for protection of health, safety, and welfare of the public.
6. **ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party that is not contained within the body of this written Agreement shall be valid or binding; and this Agreement may not be modified or amended, except in writing signed by the parties and endorsed hereon.
7. **NOTICES:** For purposes of notice, the addresses of the parties are as follows:

If to the Village: Village Manager
 Village of Bensenville
 12 S. Center St.
 Bensenville, IL 60106

With copies to: Chief of Police
 Bensenville Police Department
 345 E. Green St.
 Bensenville, IL 60106

If to the School District: Superintendent
 Bensenville Elementary School
 District No. 2
 210 S. Church Rd.
 Bensenville, IL 60106

With Copies to: Canna and Canna, Ltd.
 10703 West 159th St.
 Orland Park, IL 60467

8. **GOVERNING LAW:** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.
9. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portion or provisions shall not be affected and the rights and obligations of the parties

shall be enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10. EFFECTIVE DATE/TERMINATION: This Agreement shall take effect on the 1st day of August, 2017, and shall continue in force and govern all transactions between the parties hereto for one (1) year or until cancelled or terminated by either party; but it is agreed that either party shall have the privilege to cancel and annul this Agreement for any reason or no reason sixty (60) days after providing the other party by written notice by registered mail or personal delivery of notice to the other party evidencing the intention to terminate this Agreement.

IN WITNESS WHEREOF, the Village and the School District have caused this Agreement to duly executed on the dates set forth below.

VILLAGE OF BENSENVILLE

BY: _____ DATE: _____
Village President, Frank DeSimone

Attest:

Village Clerk, Nancy Quinn

BOARD OF EDUCATION OF BENSENVILLE
ELEMENTARY SCHOOL DISTRICT NO. 2

BY: _____ DATE: _____

ATTEST:

EXHIBIT A

COST OF RESOURCE OFFICER

2018-2019 Annual Salary and Benefits of Resource Officer - \$126,722

70% of Annual Salary and Benefits of Resource officer - \$88,705

2018-2019 Annual Equipment Cost (squad car) of Resource Officer - \$7143

70% of Equipment Cost for Resource Officer - \$5,000

EXHIBIT B

ADDITIONAL EXPENDITURES FOR RESOURCE OFFICER

2018-2019 Uniform Cost for Resource Officer - \$700

70% of Uniform Cost for Resource Officer: \$490

RESOLUTION NO. R-

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF BENSENVILLE AND BENSENVILLE ELEMENTARY SCHOOL
DISTRICT No. 2**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

That the Village President is authorized to execute and the Village Clerk or Deputy Clerk to attest to an intergovernmental agreement, as attached hereto, between the Village of Bensenville and the Bensenville Elementary School District No. 2 for the assignment of one police officer to the School District 2 schools during the 2018/2019 school year.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 22rd day of May, 2018.

APPROVED:

Frank DeSimone
Village President

ATTEST:

Nancy Quinn
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Approval of a Purchase Order to Core & Main for Sensus Water Meters Annual Maintenance in the Not-to-Exceed Amount of \$17,650

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**X Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole

DATE:

May 17, 2018

BACKGROUND:

The Village Board approved use of Sensus water meters in March 2013 (R-24-2013). The Village switched to the Automatic Meter Read (AMR) Sensus meters from Core & Main (previously d/b/a HD Supply Waterworks) to monitor and reduce the water loss rate percentage and enhance customer service capabilities.

KEY ISSUES:

The annual Core & Main agreement benefits the Village by maintaining the software and streamlining the communication with Sensus meters to the financial software (Munis) to provide history of water usage and exact billing to the water customers.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends Resolution authorizing the approval of a Purchase Order to Core & Main for Sensus Water Meters annual maintenance in the not-to-exceed amount of \$17,650.

BUDGET IMPACT:

\$17,650 is budgeted for 2018 in account no: 51050543-542100.

2018 invoice shall come in at a later date. Two previous invoices are attached for reference.

ACTION REQUIRED:

Approval of a Resolution Authorizing the approval of a Purchase Order to HD Supply Waterworks for Sensus Water Meters annual maintenance in the amount of \$17,650.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
2016 HD Supply Water Works Invoice	5/8/2018	Backup Material
2017 HD Supply Water Works Invoice	5/8/2018	Backup Material
RES - 2018 Sensus Agreement Core & Main	5/8/2018	Resolution Letter

HD SUPPLY[®]

WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # F701209
Invoice Date 6/23/16
Account # 080142
Sales Rep JIM ALWORTH
Phone # 630-665-1800
Branch # 229 Carol Stream, IL
Total Amount Due \$17,650.00

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

805 1 MB 0.419 E0315X I0466 D1777452330 S2 P3341772 0001:0001



VILLAGE OF BENSENVILLE
ATTN: ACCOUNTS PAYABLE
12 S CENTER ST
BENSENVILLE IL 60106-2130

Shipped to:

VILLAGE OF BENSENVILLE
RICK RADDE 630-670-1751
717 E JEFFERSON
BENSENVILLE, IL

CUSTOMER JOB- METERS 16' SENSUS MTR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
6/20/16	5/27/16	SEE BELOW	16' SENSUS MTR	METERS		DIRECT	F701209

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
42SNSAASFEE	CUSTOMER PO#- RICK RADDE-VERBAL HD SUPPLY WATERWORKS PO#- 7654968 SENSUS ANNUAL SAAS FEE - WATER BID SEQ# 660 FOR COVERAGE 8/1/16 - 7/31/17 YEAR 3 OF COVERAGE	1	1		17650.00000	EA	17,650.00

Account #'s _____

_____ 2016 2523

_____ 51050543-542100

Supervisors Signature _____ Date 6/28/16

Directors Signature _____ Date _____

RECEIVED JUN 27 2016

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- Save trees.
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WATERWORKS

Local Knowledge
Local Experience
Local Service, Nationwide[®]

Freight Delivery Handling Restock Misc.

Subtotal: 17,650.00
Other: 0.00
Tax: 0.00
Invoice Total: \$17,650.00

Terms: NET 30

Ordered By:

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

HD SUPPLY[®]

WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # H319448
Invoice Date 7/28/17
Account # 080142
Sales Rep JAMES ALWORTH
Phone # 630-665-1800
Branch # 229 Carol Stream, IL
Total Amount Due \$17,650.00

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

3191 1 AB D.403 E0018X 10035 D2693917985 S2 P4489153 0001:0001

VILLAGE OF BENSENVILLE
ATTN: ACCOUNTS PAYABLE
12 S CENTER ST
BENSENVILLE IL 60106-2130

Shipped to:
VILLAGE OF BENSENVILLE
RICK RADDE 630-670-1751
717 E JEFFERSON
BENSENVILLE, IL

CUSTOMER JOB- METERS 16' SENSUS MTR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
6/08/17	6/08/17	SEE BELOW	16' SENSUS MTR	METERS		DIRECT	H319448

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			
42SNSAASFEE	<p>CUSTOMER PO#- RICK RADDE-VERBAL HD SUPPLY WATERWORKS PO#- 8192759</p> <p>SENSUS ANNUAL SAAS FEE - WATER BID SEQ# 660 FOR COVERAGE 8/1/17 - 7/31/18 YEAR 4 OF COVERAGE</p>	1	1	17650.00000	EA	17,650.00

Account # 's Sensus Annual
SAAS Fee
51050543 542100

[Signature] 8/3/17
Supervisors Signature Date

[Signature]
Directors Signature

RECEIVED

20172995



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- Save trees.
- Go GREEN.

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Online ADVANTAGE

www.hdsupplywaterworks.com



**Local Knowledge
Local Experience
Local Service, Nationwide[®]**

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	17,650.00
					Other:	0.00
					Tax:	0.00
					Invoice Total:	\$17,650.00

Terms: NET 30

Ordered By:

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

RESOLUTION NO.

**AUTHORIZING THE APPROVAL OF A PURCHASE ORDER TO CORE & MAIN
WATERWORKS FOR SENSUS WATER METERS ANNUAL MAINTENANCE
IN THE NOT-TO-EXCEED AMOUNT OF \$17,650**

WHEREAS the Village of Bensenville owns and operates approximately 5,200 water meters for all Village water users including businesses, residents and unincorporated customers; and

WHEREAS the Village purchased Automatic Meter Read meters in March of 2013 (Resolution R-24-2013) and has used Sensus meters since their installation in 2014; and

WHEREAS Core & Main (previously HD Supply Waterworks) maintains the Sensus meter system; and

WHEREAS the fee for annual maintenance for 2018 is \$17,650

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a Purchase Order to Core & Main for the annual Sensus Water Meter maintenance in the not-to-exceed amount of \$17,650

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Approval of a Purchase Order to the DuPage River Salt Creek Workgroup (DRSCW) for the 2018/2019 Annual Dues in the Amount of \$13,869

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*X Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village**Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole

DATE:

May 15, 2018

BACKGROUND:

The Village of Bensenville owns and operates a Wastewater Treatment Plant (WWTP) that is subject to permit requirements by the Illinois Environmental Protection Agency (IEPA). The Village's permit (IL0021849) was renewed on November 1, 2015. The IEPA had held up the re-issuing of permits for all WWTP in the area as they attempted to tighten limits on nutrient removal. Phosphorus removal has been their number one goal in the past five years. The IEPA has been pressured by the Federal EPA to remove phosphorus by placing limits on plants that are tributary to the Mississippi River.

The DuPage River / Salt Creek Workgroup (DRSCW) formed in 2005 in response to concerns about TMDLs (Total Maximum Daily Loads) being set for the East & West Branches of the DuPage River and Salt Creek. The DRSCW seeks to implement targeted watershed activities that resolve priority waterway problems efficiently and cost effectively. The group was founded by WWTPs looking to combine efforts and share resources in order to address constant and continuing regulations being implemented against WWTPs. The Village has participated in the DRSCW since 2005 and has been very supportive and active in their activities to improve water quality to our streams.

On behalf of its 38 treatment plant members, the DRSCW worked very closely with IEPA in putting together Special Conditions that would allow for delayed Phosphorus limits to go into effect for many of the member agencies. These Special Conditions are basically a way for individual plants to pool their money together to perform specialized projects on the waterways to help lower Phosphorus limits. The DRSCW has identified eleven projects at a total cost of nearly \$16 million that is acceptable to IEPA to refrain from assessing a 1.0 mg/L limit on all plants in the area. Many member agencies are taking advantage of this program as they have no phosphorus removal processes at their facilities. IEPA has accepted this proposal and has started to issue new permits to facilities as a special condition to their permit.

The Village of Bensenville was one of three agency members that was in the process of installing phosphorus removal at their facilities (Itasca and MWRD being the other two). The DRSCW moved forward with their plans anticipating that these three entities would not participate in the funding of these projects. The Bensenville contribution to the projects was \$471,432 over eight years. Our WWTP Upgrade included approximately \$400,000 to install biological phosphorus removal. Participating in this special condition did not make financial sense for us.

The Village's permit for the next five years included a 1.0 mg/L phosphorus limit with a 39-month implementation plan. This is a limit that we feel we should be able to satisfy now that new plant is up and running. In discussions with IEPA, there is no guarantee that this limit would not be lowered even more when our permit expires in five years. This was a very disheartening and quite scary conversation. We immediately started another conversation with DRSCW.

The DRSCW was able to include in their Special Condition a clause that the phosphorus limit would not go into effect for those participating for an eleven year time period. Working with DRSCW, IEPA, and Itasca (again in a very similar situation as us) we have come up with a secondary Special Condition that would apply to both of us that allows us to participate financially in two engineering studies geared toward Phosphorus removal and potential Phosphorus Removal sharing. This Special Condition will include a clause that keeps our Phosphorus limit at a 1.0 mg/L limit for eleven years as well. IEPA has accepted this plan and thus issued our permit.

The financial participation level on these two studies is outlined in the attached agreement and total \$27,678 over the next eight years. This is a very affordable insurance plan for the Village to avoid a potential reduced limit in five years. Costs to reduce phosphorus to a 0.5 mg/L limit would likely include significant increases in chemical costs on the order of \$100,000 per year (est.). To reduce down to a 0.1 mg/L limit (which is starting to become the norm in Wisconsin) would require another major retrofit to our facility that would likely include the replacement of our sand filters with a membrane filter on the order of \$3 million. Staff felt that participation in this program would be a very economic way to postpone any future limit reduction on our plant.

The Village Board approved Resolution R-86-2015 authorizing the execution of an agreement with the DuPage River Salt Creek Workgroup (DRSCW) accepting the DRSCW Special Condition provisions and participating in the Local Funding Program.

KEY ISSUES:

The Village's commitment/dues to the Local Funding Program for 2018/2019 was identified as \$13,869. Participation in the Special Conditions component of the DRSCW benefits the Village with extended permit conditions with respect to phosphorous removal.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the Resolution authorizing the approval of a Purchase Order to the DuPage River Salt Creek Workgroup (DRSCW) for the 2018/2019 Annual Dues in the amount of \$13,869.

BUDGET IMPACT:

\$13,900 was budgeted in the CY2018 budget (Account Number 51050570-521110).

ACTION REQUIRED:

Approval of a Resolution Authorizing the Approval of a Purchase Order to the DuPage River Salt Creek Workgroup (DRSCW) for the 2018/2019 Annual Dues in the Amount of \$13,869.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
DRSCW Bensenville Invoice	4/30/2018	Backup Material
DRSCW Bensenville Agency Profile	4/30/2018	Backup Material
DRSCW Bensenville Dues Letter	4/30/2018	Backup Material
RES - 2018 DRSCW Dues	4/30/2018	Resolution Letter



DuPage River Salt Creek Workgroup

Invoice

Dupage River/Salt Creek Workgroup
10S404 Knoch Knolls Road
Naperville, IL 60565

Bill to

Village of Bensenville 12 S Center Street Bensenville, IL 60106	Invoice #	Terms	Date
	52	Net 90	4/24/2018
Description		Amount	
2018-19 Membership Dues		10,410.00	
POTW Project Assessment		3,459.00	
For budgeting purposes, your dues payments are projected to increase by 7.5% each year in FY 19-20, FY20-21, and FY 21-22. Increases would return to 3% in the year FY 22-23. For 2019 your payments are projected to be \$14,650 which includes a 7.5% increase in annual membership dues (\$11,191) and your committed project assessment of \$3,459.			
Contact Nancy Cinatl at 630-428-4500 ext. 120 or ncinatl@theconservationfoundation.org with questions concerning this invoice.		Total	\$13,869.00



DuPage River Salt Creek Workgroup

AGENCY MEMBERSHIP PROFILE

1. Agency Name: Village of Bensenville

Address: 717 E Jefferson Street

City: Bensenville

Telephone Number: 630-766-8200

Chief Executive Officer Name: Frank Soto

Zip: 60106

Fax Number: 630-594-1148

County: DuPage

Website: www.bensenville.il.us

Title: Village President

2. If your Agency operates a wastewater treatment facility, please provide the following information for each facility:

NPDES Permit Number: IL0021849

Facility Discharges to: Salt Creek

Design Average Flow: 4.7 MGD

NPDES Permit Number:

Facility Discharges to:

Design Average Flow:

NPDES Permit Number:

Facility Discharges to:

Design Average Flow:

NPDES Permit Number:

Facility Discharges to:

Design Average Flow:

3. If your Agency has received an NPDES Phase II permit for municipal separate storm sewer discharges, please provide the areas within your municipality that are tributary to each watershed:

East Branch DuPage River	0	Acres
West Branch DuPage River	0	Acres
Salt Creek	1575	Acres
Total	1575	Acres

4. Are there any combined sewer service areas within your Agency?

☐ No

☐ Yes (If yes, the DRSCW may request additional information)

5. DESIGNATED REPRESENTATIVE:

Name: Joe Caracci

Title: Director of Public Works

Direct Line:

Email Address: jcaracci@bensenville.il.us

ALTERNATE REPRESENTATIVE:

Name: Mark Swayne

Title: Wastewater Supervisor

Direct Line:

Email Address: MSwayne@bensenville.il.us

The Designated Representative is authorized to vote at Workgroup meetings on the agency's behalf and the Alternate Representative is authorized to vote in the absence of the Designated Representative.

Signature _____ Title _____ Date _____

Please direct questions to Stephen McCracken, Watershed Coordinator, at 630-768-7427. Please complete this Agency Membership Profile and return it along with a check made payable to DRSCW:

DuPage River/ Salt Creek Workgroup
10S404 Knoch Knolls Rd.
Naperville, Illinois 60565



DuPage River Salt Creek Workgroup

President
David Gorman
Village of Lombard

Vice President
Sue Baert
Wheaton Sanitary District

Secretary-Treasurer
Rick Federighi
Village of Addison

*Monitoring
Committee Chairperson*
Jennifer Hammer
The Conservation Foundation

*Salt Creek
Committee Chairperson*
Dennis Streicher
Sierra Club - River Prairie Group

*East Branch DuPage River
Committee Chairperson*
Larry Cox
Downers Grove Sanitary District

*West Branch DuPage River
Committee Chairperson*
Erik Neidy
Forest Preserve District of
DuPage County

Member At Large
Mary Beth Falsey
DuPage County

Member At Large
James Knudsen
Village of Carol Stream

Member At Large
Nicholas Menninga
Downers Grove Sanitary District

Member At Large
Steven Zehner
Robinson Engineering, Ltd.

The Conservation Foundation
Stephen McCracken
Director of Watershed Protection

Deanna Doohaluk
Watershed Project Manager

Nancy Cinatl
Watershed Administration

Mr. Joe Caracci
Director of Public Works
Village of Bensenville
717 E Jefferson Street
Bensenville IL 60106

April 25, 2018

Dear Mr. Caracci:

Please find attached the invoice for year-four of the DRSCW special conditions. Implementation is on schedule. We are happy to report that the Oak Meadows dam removal and stream restoration project is already producing measurable results. This bodes well for our other targeted implementation projects: Fawell dam, Fullersburg Woods, Spring Brook and Lower East Branch. Additionally, our work on a trading framework is on-going and will set the conditions to allow us to optimize nutrient and other stream resource project investments into the future.

Eighteen agencies participate in the special conditions projects and funding. We are pleased that six more agency members joined us in 2017 from the Lower DuPage River Watershed Coalition.

In addition to negotiating and implementing the special conditions, your DRSCW dues provide a number of other important services:

- Local management of existing and future surface water regulations including TMDLs, water quality standards and permit development;
- Extensive collection and analysis of local water quality data and aquatic biology;
- In conjunction with DuPage County Stormwater, fulfillment of certain NPDES permit requirements for MS4 permit holders (ILR40) including chloride management and water quality monitoring; and
- Design and implementation of projects and programs to improve aquatic life.

The enclosed invoice reflects the two components contained in your Agency's funding commitment – annual membership dues and the project assessment. For your information and planning purposes, projected membership dues and project assessments for the next two years are provided. Please remit your invoice balance and agency profile by July 31, 2018.

Thank you for your continued participation in the DRSCW. Please contact Nancy Cinatl at ncinatl@theconservationfoundation.org or 630-428-4500 x120 with questions on your invoice.

Sincerely,

David Gorman, President
DuPage River Salt Creek Workgroup

enclosures: Agency Profile, DRSCW Membership Invoice, and DRSCW W-9

PH: 630-768-7427
FX: 630-428-4599

10S404 Knoch Knolls Road Naperville, Illinois 60565

www.DRSCW.org

RESOLUTION NO.

**AUTHORIZING THE APPROVAL OF A PURCHASE ORDER TO THE
DUPAGE RIVER / SALT CREEK WORKGROUP (DRSCW) FOR THE 2018/2019
ANNUAL DUES IN THE AMOUNT OF \$13,869**

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 (the "Village") owns and operates a Wastewater Treatment Plant (WWTP) that is subject to permit requirements by the Illinois Environmental Protection Agency (IEPA), and

WHEREAS the Village of Bensenville has supported and participated in DRSCW as an Agency member since 2005; and

WHEREAS the DRSCW has developed a Special Condition that is acceptable to IEPA that will extend a new Phosphorus limit for eleven years in lieu of the five year permit cycle; and

WHEREAS the Special Condition includes engineering studies that require an additional level of funding by the Village; and

WHEREAS on November 4, 2015 the Village formally approved an agreement to participate in the Special Conditions and associated dues as part of Resolution R-86-2015

WHEREAS dues for 2018/2019 were identified as \$13,869

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the Approval of a Purchase Order to the DuPage River Salt Creek Workgroup (DRSCW) for the 2018/2019 Annual Dues in the Amount of \$13,869

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Approving the Final Project Costs for the Green Street LAPP and the Green Street - York Road Watermain Project (IDOT Contract 63759) in the Amount of \$2,538,901.86

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

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

The Green Street-York Rd Watermain Replacement project was combined with the LAPP project for ease of construction purposes. This portion of the project was non-participating cost and was to be paid for by the Utility Capital Funds. The estimated cost of watermain improvements was \$1,200,000.

KEY ISSUES:

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

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

With the additional IDOT funding and credits, the final local share for the entire project is \$1,038,589.86 of which \$877,254.51 is for the watermain and \$161,335.35 for the LAPP. To date, Village has paid \$842,426.06 towards watermain improvements and \$20,372.32 towards LAPP. All credits from the IL-83 projects was applied towards the LAPP portion. The final invoice is in the amount of \$96,463.21 of which \$34,828.45 is for watermain and \$61,634.76 is for the LAPP.

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff is recommending the approval of a Resolution approving the Final Project Costs for the Green Street LAPP and the Green Street - York Road Watermain Project (IDOT Contract 63759) in the Amount of \$2,538,901.86.

BUDGET IMPACT:

Village has carried over \$350,000 for the LAPP portion from previous years into account 31050400-596000.
Village has budgeted \$35,000 for the watermain portion into account 31080810-596000.

ACTION REQUIRED:

Approval of a Resolution Approving the Final Project Costs for the Green Street LAPP and the Green Street - York Road Watermain Project (IDOT Contract 63759) in the amount of \$2,538,901.86.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Location Map	4/30/2018	Backup Material
Executed LAA	4/30/2018	Backup Material
Final Invoice	4/30/2018	Backup Material
Resolution	5/4/2018	Resolution Letter



Village of Bensenville





Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 20, 2013

Mr. Corey Williamsen
Deputy Village Clerk
12 South Center Street
Bensenville, Illinois 60106

Subject: Village: Bensenville
Section: 10-00087-00-RS
Project: M-9003(677)
Job: C-91-710-10
Joint Agreement

Dear Mr. Williamsen:

The department executed the subject agreement on May 16, 2013. A copy is enclosed.

Sincerely,


James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

A handwritten signature in black ink, reading "Gregory S. Lupton".

By: Gregory S. Lupton, P.E.
Acting Local Project Implementation Engineer

Enclosure

cc: Joe Caracci, Public Works Director
John Fortmann Attn: Christopher Holt - District 1
Jeff South
Joanne Woodworth, Attn: Project Control
Mike Renner (Acting), Attn: Mike Brachear

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Bensenville	X			
	Section	Fund Type	ITEP Number		
	10-00087-00-RS	STU / SRF			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-710-10	M-9003(677)				

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

Location

Local Name Green Street Route FAU 3533 Length 1.434 Miles

Termini Center Street to East of County Line Road (FAU 2685)

Current Jurisdiction LA Existing Structure No N/A

Project Description

Resurfacing, hot-mix asphalt surface removal, polymerized hot-mix asphalt surface and binder courses, adjustment of frames and lids, water main replacement, curb and gutter removal and replacement, sidewalk removal and replacement, thermoplastic pavement markings and other miscellaneous work to complete the improvements.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	924,000	(*)	576,312	(**)	499,688	(BAL)	2,000,000
Non-Participating Construction		()		()	1,200,000	(100)	1,200,000
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 924,000		\$ 576,312		\$ 1,699,688		\$ 3,200,000

*Maximum FHWA (STU) participation 70% not to exceed \$924,000. **Maximum STATE participation not to exceed \$576,312 for HMA removal and resurfacing on Green St from York Rd to east of County Line Rd
 Non-Participating Construction includes but is not limited to watermain replacement

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

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

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

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

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the **STATE** monthly for the FHWA and/or **STATE** share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map NUMBER 2 - METRA AGREEMENT
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Frank Soto

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

[Signature]

(Signature)

1-22-13

Date

The above signature certifies the agency's TIN number is
36-6005794 conducting business as a Governmental
Entity.

DUNS Number 079755591

APPROVED

State of Illinois
Department of Transportation

[Signature]
Ann L. Schneider, Secretary of Transportation

5/16/13
Date

[Signature]
Omer Osman, Director of Highways

5/16/13
Date

[Signature]
Michael A. Forti, Chief Counsel

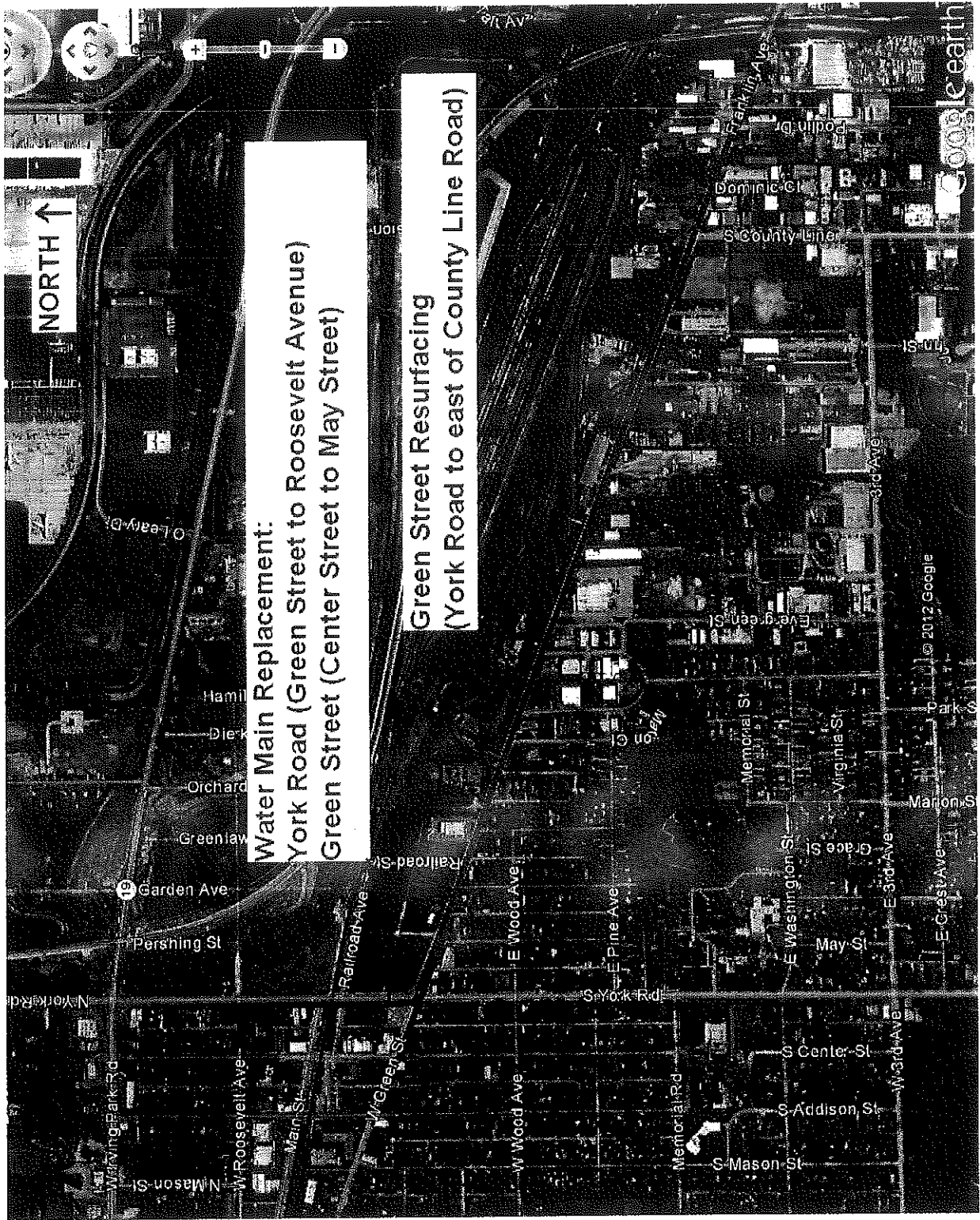
5/14/13
Date

[Signature]
Matthew R. Hughes, Director of Finance and Administration

5/15/13
Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

PROJECT LOCATION MAP
VILLAGE OF BENSENVILLE, ILLINOIS
GREEN STREET RESURFACING & YORK ROAD/GREEN STREET WATER MAIN REPLACEMENT





**Illinois Department
of Transportation**

John Fortmann, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
Region 1
Schaumburg, Illinois 60196

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

County	DuPage
Municipality	Bensenville
Section	10-00087-00-RS
Route	Green St - FAU 3533
Contract No.	63759
Job No.	C-91-710-10
Project	M-9003 (677)

- ☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- ☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

1-21-13
Date

Joseph M. Caracci
Signature and Title (for the Local Public Agency)

Director of Public Works

Darren C. Frawley, P.E.
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 10-0344.
See Attached Resume

1/21/13
Date

Darrell Frawley
Signature of Applicant

Resident Engineer
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved

3/5/13
Date

Mary Ellen March
for

Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

BCMS2257:BCMR057
12/05/17 14:05:52

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CONTRACTOR INVOICE

DOC ID: 0000 000000000

DOT VENDOR: C48130

ROUTE: FAU 3533
SECTION: 10-00087-00-RS
PROJECT: M-9003/677/000

CONTRACT NBR: 63759
FROM DATE: 09/01/16
TO DATE: 08/25/17
STATE JOB: C-91-710-10
DIST/CNTY: 01 043-DUPAGE

PAYEE:
PLOTE CONSTRUCTION INC
1100 BRANDT DRIVE
HOFFMAN ESTATES IL 60192

CONTR:
PLOTE CONSTRUCTION INC
1100 BRANDT DRIVE
HOFFMAN ESTATES IL 60192

PERCENT COMPLETED 100.00 % NET CHANGE TO DATE -12.36 % LOCAL AGENCY PART

FAS-ID	CONTRACT AWARDED AMT	ADDITIONS	DEDUCTIONS	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
M230U01	83,380.31	20,030.22	17,855.03	85,555.50	85,555.50
M230U02	718,799.69	76,453.70	186,172.08	609,081.31	609,081.31
M230U03	1036,092.00	27,871.04	96,952.50	967,010.54	967,010.54
07C0U01	1058,782.59	502,302.52	683,830.60	877,254.51	877,254.51
TOTAL	2897,054.59	626,657.48	984,810.21	2538,901.86	2,538,901.86

TOTAL RETAINAGE INCLD THIS EST 0.00
TOTAL DUE AFTER RETAINAGE 2,538,901.86
TOTAL PAID INCLD THIS ESTIMATE 2,538,901.86
PREVIOUS PAYMENTS TO CONTRACTOR -2,538,901.86
PAYMENT TO CONTRACTOR THIS ESTIMATE =====> 0.00

ZERO PAYMENT

APPROPRIATION: 011-49442-7900-1013 7721 ZERO PAYMT 1 OF 1 \$ 0.00<==
SCHEDULE:

FINAL ESTIMATE 11 TOTAL \$ 0.00

* FILE COPY *

RESOLUTION NO.

A RESOLUTION APPROVING THE FINAL PROJECT COSTS FOR THE GREEN ST LAPP AND THE GREEN ST –YORK RD WATERMAIN PROJECT (IDOT CONTRACT 63759) IN THE AMOUNT OF \$2,538,901.86

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

WHEREAS the Illinois Department of Transportation (IDOT) was identified as the lead agency managing the federal funding during construction, and

WHEREAS the Village Board approved R-2-2013 entering into a Local Agency Agreement (LAA) with IDOT for this project on April 22, 2013, and

WHEREAS per the LAA, the total project cost was estimated at \$3,200,000 of which \$2,000,000 was for the LAPP portion while the rest was for the watermain portion of the project; and

WHEREAS per the LAA, the Village was responsible for the \$1,699,688 of which \$499,688 was for the LAPP portion while \$1,200,000 was for the watermain portion; and

WHEREAS the project construction was completed in 2013; and

WHEREAS the Village has recently received the final invoice from IDOT regarding this project; and

WHEREAS the final Village costs for this project is \$1,038,589.86, of which \$161,335.35 is for the LAPP portion while \$877,254.51 is for the watermain.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the final project costs for the Green St LAPP and the Green St-York Rd Watermain Project (IDOT Contract 63759) in the amount of \$2,538,901.86.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Final Village Participation Costs for the Construction of the Elgin O'Hare Western Access Contract I-15-4662 (E08) in the Amount of \$341,477.57

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

On June 28, 2016, the Village Board approved resolution R-74-2016 entering into an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for I-15-4662. The general project limits were along Thorndale Ave between Supreme Dr and York Rd. The project scope included utility relocations, construction of Driveway C pavement, construction of the South Frontage Rd, box culverts, creek re-alignments, compensatory storage basins, shared use path, sidewalk improvements and other miscellaneous work items. The Village requested construction of sidewalk along Driveway C as well as the construction of shared use path along South Frontage Rd as part of this project. Per the IGA, the Village is responsible for the requested improvements.

KEY ISSUES:

Per the IGA, the estimated costs of the Village requested improvements was \$334,497.00. The project was completed in 2017. The final costs of the Village requested improvements is \$341,477.57 which is \$6,980.57 above the estimate. The staff is in agreement with the final costs. Per Section V, Subsection D of the IGA, the Village shall be responsible for the actual costs associated with the requested improvements.

It should be noted that as part of this project the Village also received the following major items at no costs from the ISTHA. These utilities were in conflict with the proposed ISTHA improvements and had to be relocated.

This project happened at a good time for the Village since a lot of these utilities were about to reach its expected life cycle. The construction of the some additional utilities also fills in the gaps we previously had in the utility system. The total cost of these improvements is calculated to be \$4,490,816.31.

- 1) 6,157 LF of 12" Ductile Iron Watermain
- 2) 620 LF of 14" HDPE Watermain
- 3) 2,880 LF of 6" Ductile Iron Sanitary Force main
- 4) 1,050 LF of 10" HDPE Sanitary Force main
- 5) 860 LF of 8" PVC gravity Sanitary Sewer
- 6) 591 LF of 12" PVC gravity Sanitary Sewer

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the Final Village Participation Costs for the Construction of the Elgin O'Hare Western Access Contract I-15-4662 (E08) in the Amount of \$341,477.57.

BUDGET IMPACT:

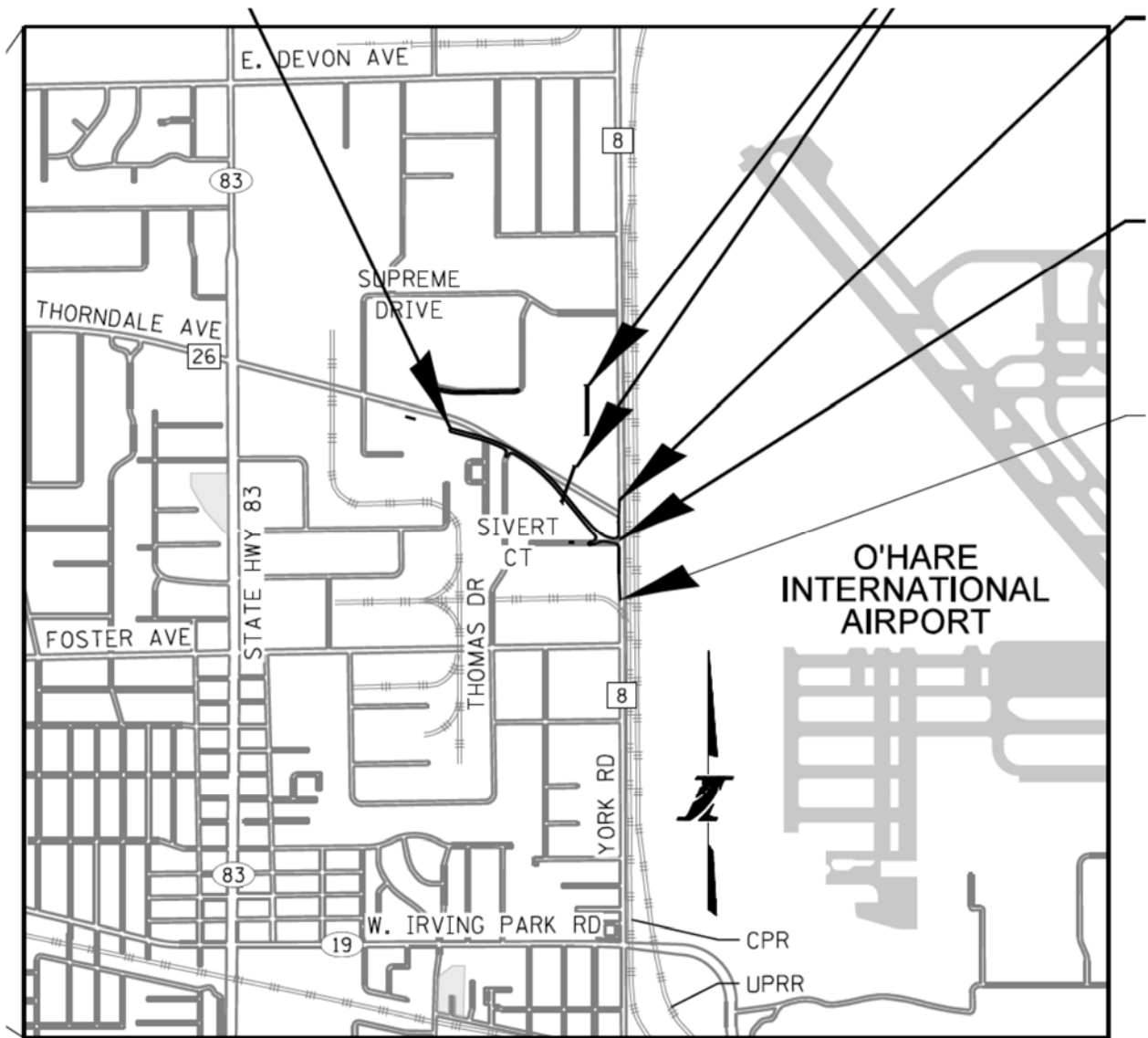
The Village has previously received monies from the sale of its ROW along Thomas Dr from the ISTHA which should be sufficient to cover the costs of these Village requested improvements.

ACTION REQUIRED:

Approval of a Resolution Authorizing the the Final Village Participation Costs for the Construction of the Elgin O'Hare Western Access Contract I-15-4662 (E08) in the Amount of \$341,477.57.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Location Map	4/30/2018	Backup Material
Executed IGA	4/30/2018	Backup Material
Resolution	5/4/2018	Resolution Letter





August 29, 2016

Scott Marquardt, PE
HR Green, Inc.
651 Prairie Pointe Drive, Suite 201
Yorkville, IL 60560



RE: EOWA (IL Route 390) South Frontage Road from Thomas Drive to York Road - Intergovernmental Agreement

Dear Mr. Marquardt:

Enclosed is one fully executed original copy of the Intergovernmental Agreement between the Illinois Tollway, DuPage County and the Village of Bensenville. This Agreement is transmitted to your attention for your records. Thank you for your cooperation in the processing of this document.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rocco J. Zuccherro'.

Rocco J. Zuccherro
Deputy Chief of Engineering for Planning

Enclosure

cc: S. Ferguson

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
THE COUNTY OF DUPAGE
AND
THE VILLAGE OF BENSENVILLE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 29th day of August, 2016, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, (hereinafter called "COUNTY"), and THE VILLAGE OF BENSENVILLE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known entirely as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts occur within the VILLAGE's and the COUNTY's jurisdictional limits, and this AGREEMENT includes the scope of improvements for ILLINOIS TOLLWAY Contract I-15-4662, Illinois Route 390 at Western Access System Interchange Advance Earthwork and South Frontage Road (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is constructing the Illinois Route 390 South Frontage Road from Thomas Drive to York Road, Driveway C, improvements to Sievert Court and York Road, and drainage improvements. Sievert Court will be relocated to intersect with South Frontage Road and resurfaced. York Road will be temporarily widened south of Sievert Court and the sidewalk on the west side of the roadway will be replaced. Temporary (span wire) traffic signals will be installed at the York Road and the South Frontage Road intersection. The PROJECT also includes the construction of compensatory storage ponds, detention ponds, the relocation of Willow Creek including box culvert construction and Willow Creek channel and bank stabilization, tree removal, roadway lighting, pedestrian fencing, pavement markings, signing, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, due to this work, the ILLINOIS TOLLWAY will be relocating portions of VILLAGE water main and sanitary sewer located on recently-acquired ILLINOIS TOLLWAY property to land owned by the ILLINOIS TOLLWAY and the COUNTY; and

WHEREAS, the PROJECT includes the relocation of Willow Creek and as such requires a revision to the regulatory floodway for Willow Creek; and

WHEREAS, the PROJECT includes the stabilization of the Willow Creek channel and banks south of the proposed Willow Creek box culverts on behalf of the VILLAGE; and

WHEREAS, the VILLAGE requests the ILLINOIS TOLLWAY include in its PROJECT a shared use path along the South Frontage Road from Supreme Drive to York Road and a sidewalk along the north side of Driveway C (hereinafter referred to as the "VILLAGE's IMPROVEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to add their IMPROVEMENTS to the PROJECT; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY as set forth in the "Counties Code," 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois "Municipal Code," 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and

specifications for the PROJECT. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the COUNTY and the VILLAGE for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the COUNTY and the VILLAGE by the ILLINOIS TOLLWAY.
- C. The COUNTY and the VILLAGE shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY/ and or the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY and/or the VILLAGE respectively shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways and facilities. In the event of disapproval, the COUNTY and/or the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, DuPage County, including but not limited to the Department of Building & Zoning and the Division of Transportation, Illinois Environmental Protection Agency, Village of Bensenville, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. The ILLINOIS TOLLWAY and VILLAGE agree that work in the revised regulatory floodway for Willow Creek included as part of the PROJECT improvements requires a Floodway Construction Permit and associated Conditional Letter of Map Revision "CLOMR" from the Illinois Department of Natural Resources-Office of Water Resources to be secured by the ILLINOIS TOLLWAY. As part of the revised floodway requirements, the floodway will be maintained in accordance with Part 3708.80 (A) (4) of Floodway Construction in Northeastern Illinois. The ILLINOIS TOLLWAY agrees to assume the overall responsibility of the portion of the floodway within ILLINOIS TOLLWAY right of way, including the Willow Creek box culverts and the relocated and improved channel constructed as part of the PROJECT and depicted on "EXHIBIT A" attached hereto, ensuring all requirements are met.
- G. The COUNTY and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way necessary for the PROJECT to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY or the VILLAGE.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall, acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures.
- B. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's property or rights of way which the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way to the ILLINOIS TOLLWAY in regards to this AGREEMENT. Upon completion of the PROJECT, the ILLINOIS TOLLWAY agrees to convey its' property interest to the VILLAGE for all property and right of way that may be required for the VILLAGE's maintenance and operations of roadways that will be under their respective jurisdiction, without cash consideration.
- C. The VILLAGE, at its own expense, agrees to acquire a Permanent Easement for Parcel EO-1B-12-064, Parcel EO-1B-12-066 and EO-1B-12-068 that includes surface rights for shared use path for the construction of the PROJECT. The VILLAGE will acquire the permanent easements in advance of construction of

the shared use path included as part of the VILLAGE's IMPROVEMENTS in this location. If the permanent easements are not secured in advance of construction of the shared use path, the ILLINOIS TOLLWAY will not construct that portion of the shared use path, and the VILLAGE will not be responsible for the associated costs.

- D. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications will be conveyed via a separate Intergovernmental Agreement with the COUNTY. The intent and fee associated with the land conveyance is part of the COUNTY's in-kind contribution toward the entire EOWA project and in accordance with the Memorandum of Understanding between the COUNTY and the ILLINOIS TOLLWAY dated December 9, 2014 and fully executed on December 31, 2014, with the exception of Parcel EO-1B-12-011 which is located at the southwest corner of Thorndale Avenue and Prospect Avenue and required for Contract I-14-4642. Upon completion and acceptance by the COUNTY of the south frontage road and other right of way as mentioned in multiple agreements pertaining to the EOWA, the ILLINOIS TOLLWAY agrees to convey fee simple title or any lesser property interests as may be required for the maintenance and jurisdiction to the COUNTY as part of the separate Intergovernmental Agreement.
- E. As part of the separate Intergovernmental Agreement described in Section II. D, the COUNTY agrees to provide the ILLINOIS TOLLWAY with an easement to access the Willow Creek box culvert constructed as part of the PROJECT to be located on future COUNTY right-of-way for maintenance purposes.
- F. To effectuate the transfers contemplated in Section II. B and D above, the ILLINOIS TOLLWAY shall provide necessary documents, including plats, legal descriptions and all necessary title documents to affect the transfer of properties to the COUNTY and the VILLAGE.
- G. Prior to any transfer of real property owned by the PARTIES, to advance the PROJECT and not delay any schedules, the PARTIES shall grant the ILLINOIS TOLLWAY use, access, ingress, and egress necessary for the construction of the PROJECT. The PARTIES shall grant the ILLINOIS TOLLWAY access and use of its property without charge and shall waive any and all surety or bonding requirements. In any event the ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the other PARTIES and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.
- H. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's and/or the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its

contractor(s) to construct the PROJECT, the COUNTY and/or the VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the COUNTY's and/or the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the COUNTY and/or the VILLAGE shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the COUNTY or the VILLAGE.

- I. The COUNTY agrees to include the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY's future right of way for maintenance and operation of their highways.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY and VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY and/or VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The COUNTY and/or the VILLAGE respectively agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY and/or VILLAGE rights of way, and on proposed COUNTY rights of way where improvements to COUNTY and/or VILLAGE respective highways or facilities are proposed to be done in conjunction with the PROJECT, without charge of permit fees to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the COUNTY and/or the VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY and/or the VILLAGE.
- E. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another

PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY and/or VILLAGE for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.

- F. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY after the completion of the PROJECT, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). The respective PARTY permits will no longer apply after transfer of right of way to the ILLINOIS TOLLWAY and any future relocation caused by any PARTY would result in that PARTY reimbursing the utility company. At all locations where any PARTY's utilities are located on ILLINOIS TOLLWAY rights of way or on other PARTY's rights of way and must be adjusted due to work proposed by the PARTY, the PARTY in question agrees to obtain from the ILLINOIS TOLLWAY and/or another PARTY, an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all utility relocation costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the PARTIES.
- H. The PARTIES agree to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property. All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.
- I. During the duration of the PROJECT, the PARTIES agree to issue utility permits within the PROJECT limits in accordance with its' regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or coordination with the ILLINOIS TOLLWAY.
- J. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the

same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.

- K. In the event utility facilities are located on property transferred to any of the PARTIES from the ILLINOIS TOLLWAY, the respective PARTY agrees to issue a permit without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the PARTIES' current Permit Ordinance.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY and/or the VILLAGE shall be submitted to them for approval prior to commencing such work. The respective PARTY shall review the plans and specifications which impact the PARTY's maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the respective PARTY within this time period, or does not receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed their approval of the plans and specifications. Approval by the PARTIES shall mean they agree with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact their respective maintained highways. In the event of disapproval, the respective PARTY will detail in writing its objections to the proposed plans and return them to the ILLINOIS TOLLWAY for review and consideration.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days written notice to the COUNTY and the VILLAGE prior to commencement of work on the PROJECT.
- D. The COUNTY and the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The COUNTY and the VILLAGE may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the COUNTY's and the VILLAGE's system respectively, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by PARTIES pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the PARTIES rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2015, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and the PARTIES shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If any PARTY does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of any PARTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the respective PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV B, due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

- J. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the VILLAGE, in both paper format and electronically in PDF and CADD format, within sixty (60) calendar days after completion of the work.
- K. As-built drawings of the PROJECT and utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the COUNTY, in both paper and electronically within sixty (60) days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE's IMPROVEMENTS is \$290,866.00 for construction costs, \$14,544.00 (5% of construction costs) for preliminary and design engineering, and \$29,087.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$334,497.00. The estimated construction costs to the VILLAGE are further detailed below:
 - a. Shared use path along the south side of the South Frontage Road from Supreme Drive to York Road - \$227,126.00.
 - b. Sidewalk along the north side of Driveway C - \$63,740.00.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above.
- E. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, but not prior to January 1, 2017, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, but not prior to January 1, 2018, based on final costs.

- F. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- G. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE's IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the COUNTY and/or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY and/or the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.

3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way (or Willow Creek floodway) which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The maintenance responsibilities are as shown on "EXHIBIT A" and as detailed below.
- B. The ILLINOIS TOLLWAY agrees to maintain ILLINOIS ROUTE 390 in its entirety and will maintain, or cause to maintain, the detention ponds and compensatory storage ponds constructed as part of the PROJECT, the box culverts constructed as part of the PROJECT and required for the relocation of Willow Creek under the proposed Illinois Route 390 ramps and the South Frontage Road. The ILLINOIS TOLLWAY agrees to be responsible for the portion of the Willow Creek floodway within ILLINOIS TOLLWAY right of way including the main channel, compensatory storage areas, and hydraulic structures, and the Willow Creek channel within ILLINOIS TOLLWAY right of way that is being relocated and improved as part of the PROJECT.
- C. The COUNTY, agrees to maintain, or cause to maintain, the South Frontage Road and York Road, in their entirety, and the sidewalk on the west side of York Road, the black pedestrian railing located on the south side of the South Frontage Road over the Willow Creek box culvert, and the temporary span wire traffic signals at the South Frontage Road and York Road, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety..
- D. The VILLAGE, agrees to maintain, or cause to maintain, Supreme Drive, Thomas Drive, Sievert Court, and Driveway C, in their entirety. The VILLAGE agrees to maintain watermain and sanitary sewers at the following locations:

VILLAGE Facility	Right of way Location
Watermain along the south side of the South Frontage Road from Supreme Drive to east of Thomas Drive where it crosses to the north side of the South Frontage Road to York Road	Proposed COUNTY right of way
Watermain across the proposed Illinois Route 390 from south of Driveway C to the south side of the South Frontage Road	ILLINOIS TOLLWAY and Proposed COUNTY right of way
Watermain along the south side of Driveway C from Supreme Drive to Thomas Drive	ILLINOIS TOLLWAY and Proposed VILLAGE right of way
Dual sanitary sewer forcemains along the east side of Supreme Drive	VILLAGE right of way
Gravity sanitary sewer and sanitary forcemain along	Proposed COUNTY right

VILLAGE Facility	Right of way Location
the south side of the South Frontage Road from Supreme Drive to Thomas Drive	of way
Sanitary sewer forcemain across the proposed Illinois Route 390 from Driveway C to the south side of the South Frontage Road	ILLINOIS TOLLWAY and Proposed COUNTY right of way
Sanitary sewer forcemain along the south side of Driveway C	ILLINOIS TOLLWAY and Proposed VILLAGE right of way
Gravity sanitary sewer along the north side of Driveway C	Proposed VILLAGE right of way

The VILLAGE will also maintain the shared use path along the south side of the South Frontage Road from Supreme Drive to York Road, the sidewalk along the north side of Driveway C, lighting along Sievert Court and Driveway C, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

The VILLAGE agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the watermain and sanitary sewers.

- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- F. In the event that one PARTY observes that emergency maintenance is needed on the other PARTY's jurisdictional facilities, then the observing PARTY shall immediately notify the other of the observed condition and the other PARTY shall be responsible to remedy the condition requiring emergency maintenance. If the other PARTY is unable to perform the emergency maintenance activities within a reasonable time after being notified, the observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The costs charged the other PARTY shall be only the actual costs of the emergency measures to the PARTY taking such measures exclusive of all administrative fees, penalties, or other such added charges.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.

- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the PARTIES, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. The responsibilities for all snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the PARTIES.
- D. Nothing herein is intended to prevent or preclude the PARTIES and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. Attached "EXHIBIT A" identifies the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Bensenville (VILLAGE), the County of DuPage (COUNTY) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall obtain or retain jurisdiction of the all local roads traversed or affected by Illinois Route 390 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of

this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Transportation/County Engineer of the COUNTY, and/or the Director of Public Works of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- H. In the event of a dispute between the VILLAGE, COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY's (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY's Engineer/Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY's (requested work, utilities, facilities, roadways, etc.), the decision of the PARTY's Engineer/Director of Public Works shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- I. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- J. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- K. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- L. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address is The DuPage County Division of Transportation, Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois 60187.

- M. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.
- N. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- O. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- Q. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY to this AGREEMENT unless such provision is waived in writing.
- R. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- S. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the COUNTY:

The DuPage County Division of
Transportation
Jack T. Knuepfer Administration
Building
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of
Transportation/County Engineer

To the VILLAGE:

The Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Attn: Director of Public Works

- T. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of three years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
- U. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.


(This section intentionally left blank)

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.


THE VILLAGE OF BENSENVILLE

By: 
Frank Soto, President

Date: 7/12/16

Attest: 
Ilsa Rivera-Trujillo,
Village Clerk

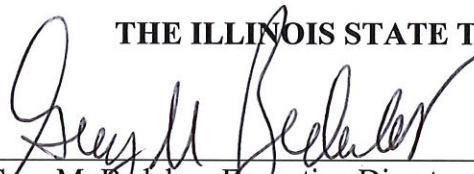
COUNTY OF DUPAGE

By: 
Daniel J. Cronin, Chairman
DuPage County Board

Date: 8/9/16

Attest: 
Paul Hinds, County Clerk

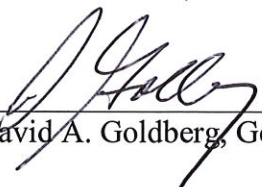
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: 
Greg M. Bedalov, Executive Director

Date: 8/29/16

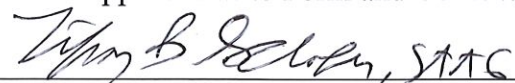
By: 
Michael Colsch, Chief of Finance

Date: 8/25/16

By: 
David A. Goldberg, General Counsel

Date: 8/22/16

Approved as to Form and Constitutionality

 8/19/16
Tiffany I. Bohn, Senior Assistant Attorney General, State of Illinois



Elgin O'Hare Western Access

LEGEND

- Bensenville Jurisdiction
- Tollway Jurisdiction
- DuPage County Jurisdiction
- Bridge
- Detention Pond (Tollway)
- Compensatory Storage (Tollway)
- Box Culvert (Tollway)
- Willow Creek 100-Year Floodway and Relocated Channel (Tollway)

STREET NAME
Jurisdiction

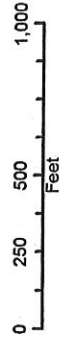
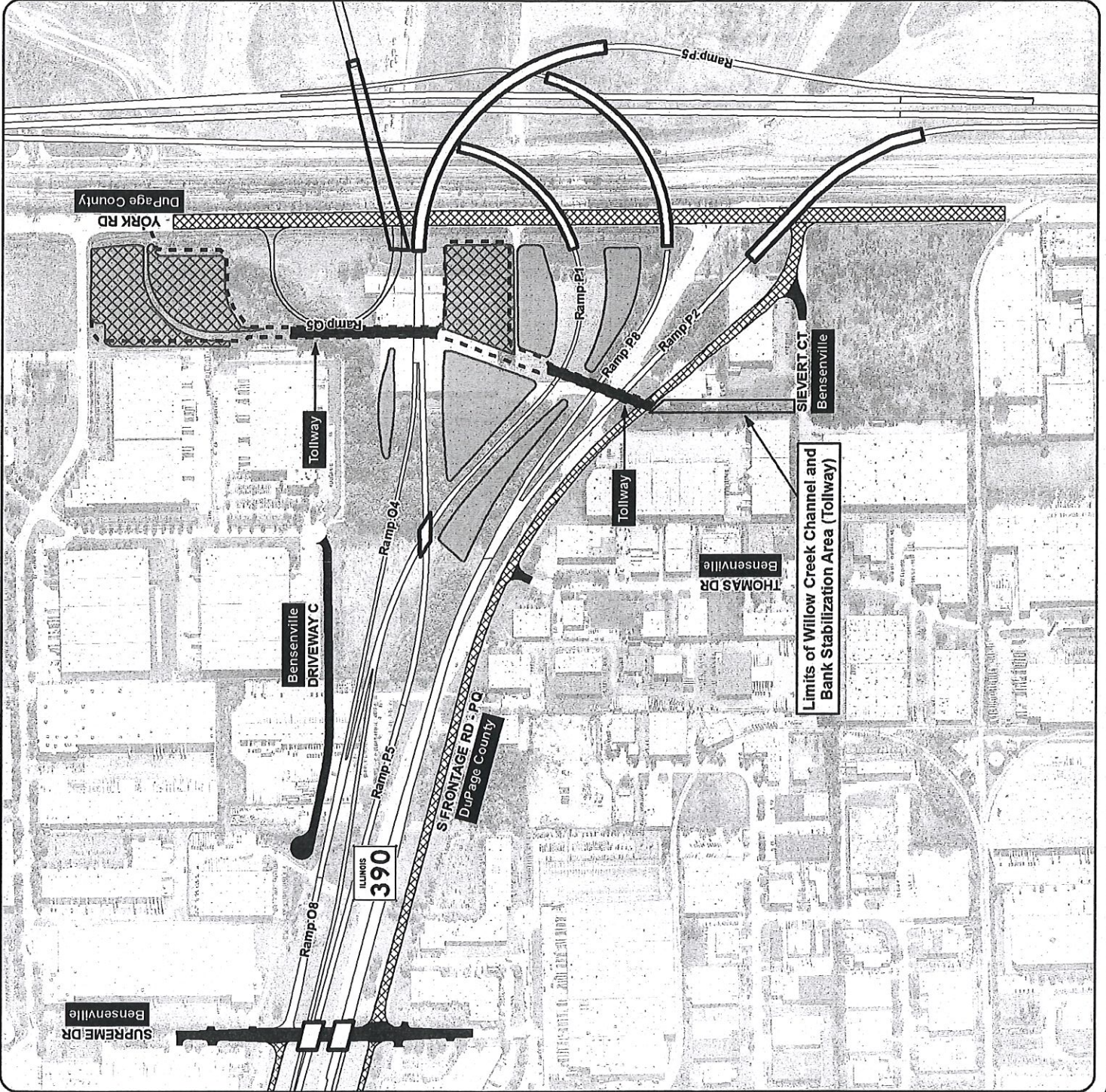


Exhibit A

Elgin O'Hare Western Access
Contract I-15-4662
Jurisdiction Map



Resolution

DT-R-0556-16

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, THE ILLINOIS STATE TOLL HIGHWAY
AUTHORITY AND THE VILLAGE OF BENSENVILLE
TOLLWAY CONTRACT NUMBER: I-15-4662
ELGIN O'HARE WESTERN ACCESS (ILLINOIS ROUTE 390)
SOUTH FRONTAGE ROAD, FROM THOMAS DRIVE TO YORK ROAD
SECTION NO. 16-04662-EO-FP
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY), The Illinois State Toll Highway Authority (hereinafter referred to as AUTHORITY), the Village of Bensenville (hereinafter referred to as VILLAGE) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and Article VII, Section 10, of the 1970 Constitution of the State of Illinois which encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY, by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.), the AUTHORITY by virtue of its power set forth in "Toll Highway Act" (605 ILCS 10/1 et seq.) and the VILLAGE by virtue of its power are authorized to enter into agreements; and

WHEREAS, the AUTHORITY is the lead agency for the Elgin O'Hare Western Access improvement that includes widening the existing Elgin O'Hare Expressway, extending the Elgin O'Hare Expressway from its eastern terminus at Rohlwing Road (IL Route 53) to O'Hare International Airport to be known as IL Route 390, and constructing a Western Access corridor connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter referred to as EOWA); and

WHEREAS, the TOLLWAY has prepared the attached Intergovernmental Agreement (hereinafter referred to as IGA) with the COUNTY and the VILLAGE for the TOLLWAY's Contract Number I-15-4662 Elgin O'Hare Western Access (Illinois Route 390) - South Frontage Road, from Thomas Drive to York Road, to memorialize the TOLLWAY, the COUNTY and the VILLAGE's responsibilities with regard to said contract.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached IGA; and

Resolution

DT-R-0556-16

BE IT FURTHER RESOLVED that the County Clerk shall transmit a copy of this Resolution and three (3) executed duplicate original IGAs to the AUTHORITY, by and through the Division of Transportation.

Enacted and approved this 9th day of August, 2016 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:



PAUL HINDS, COUNTY CLERK

Ayes: 18

RESOLUTION NO. 21073

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with DuPage County ("County") and the Village of Bensenville ("Village") in connection with the improvements to the I-390 western access near York Road. Certain construction contracts occur within the County and Village's jurisdictional limits, and the Village has requested the construction of a shared use path and sidewalks, which the Tollway agrees to construct, subject to reimbursement by the Village in an estimated amount of \$334,496.00. The Tollway will also be relocating Village drainage structures to Tollway or County property. This Intergovernmental Agreement sets forth the respective rights and responsibilities of the parties as to the maintenance of the work following construction.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement among the Illinois State Toll Highway Authority, DuPage County, and the Village of Bensenville in substantially the form attached to this Resolution and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chairman

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE FINAL VILLAGE PARTICIPATION
COSTS FOR THE CONSTRUCTION OF THE ELGIN O'HARE WESTERN
ACCESS CONTRACT I-15-4662 (E08) IN THE AMOUNT OF \$341,477.57**

WHEREAS on June 28, 2016, the Village Board approved resolution R-74-2016 entering into an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for I-15-4662, and

WHEREAS per the IGA the Village was responsible for the costs related to the improvements requested by the Village, and

WHEREAS these improvements included the construction of sidewalk along Driveway C as well as the shared use path along the South Frontage Rd between Supreme Dr and York Rd, and

WHEREAS the costs of the aforementioned improvements was estimated at \$334,497.00; and

WHEREAS the ISTHA completed these improvements in 2017; and

WHEREAS the Village has recently received the final costs regarding this project; and

WHEREAS the final Village costs for this project is \$341,477.57; and

WHEREAS staff is in agreement with the final costs as provided by the ISTHA for the Village requested improvements; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the final Village participation costs for the construction of Elgin O'Hare Western Access Contract I-15-4662 (E08) in the amount of \$341,477.57.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Mehul Patel**DEPARTMENT:**Public Works**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with R.W. Dunteman Company for the 2018 MPI MFT Pavement Patching Program in the Amount of \$98,681.44

-

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

The 2018 MPI MFT Pavement Patching Program will be the seventh year of a multi-year project to extend the life of roadways that are nearing failure, which helps to supplement the Village's yearly road program. The focus of this year's project will be all over the Village. Most of the locations were chosen based on field assessment while some are based on resident complaints. This will be the fourth time Village is utilizing MFT funds for such project.

This is the fifth year (fourth time for pavement patching project) the Village joined the alliance known as Municipal Partnering Initiative in which multiple communities within DuPage County jointly bid out some of the more common annual maintenance contracts such as patching, sewer lining to potentially save costs. After the bids are opened each community must enter in an individual contract with the lowest responsible and responsive bidder or withdraw entirely so it can bid separately. Other communities participating in this program are Village of Lombard, Village of Woodridge, and Downers Grove Sanitary District.

KEY ISSUES:

Due to the use of MFT funds, the 2018 MPI MFT Pavement Patching was advertised on the IDOT contract bulletin on April 5 and 12, 2018. The bid opening was on April 19, 2018. Below are the results of the recent bid opening. The Village of Bensenville portion of the bid is \$49,177.02. The Village quantity for this year project includes approximately 3,000 SY of Class D, Ty IV pavement patching. At this bid price, the staff would like to increase quantity to maximize the budget. The revised proposed quantity is approximately 6,094 SY. Based on the revised quantity, the Village's portion of the bid is \$98,681.44.

COMPANY	OVERALL BID RESULTS	OVERALL RANK
R.W. Dunteman Company, Addison, IL	\$1,334,996.67	1
Brothers Asphalt, Addison, IL	\$1,380,408.51	2
Schroeder Asphalt, Huntley, IL	\$1,413,013.27	3
J.A. Johnson Paving, Arlington Heights, IL	\$1,464,185.00	4
Engineer's Estimate	\$1,488,548.65	N/A

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the 2018 MPI MFT Pavement Patching Program contract with R W Dunteman

Company of Addison, IL as the lowest responsible bidder.

BUDGET IMPACT:

MFT Funds have been allocated in FY18 (\$100,000.00) for pavement patching.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with R.W. Duntelman Company for the 2018 MPI MFT Pavement Patching Program in the amount of \$98,681.44.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Bid Tab	5/3/2018	Backup Material
Location Map	5/3/2018	Backup Material
Resolution	5/4/2018	Resolution Letter



Local Public Agency: Village of Lombard
County: DuPage
Section: 18-00000-01-GM
Estimate: 1,488,548.65

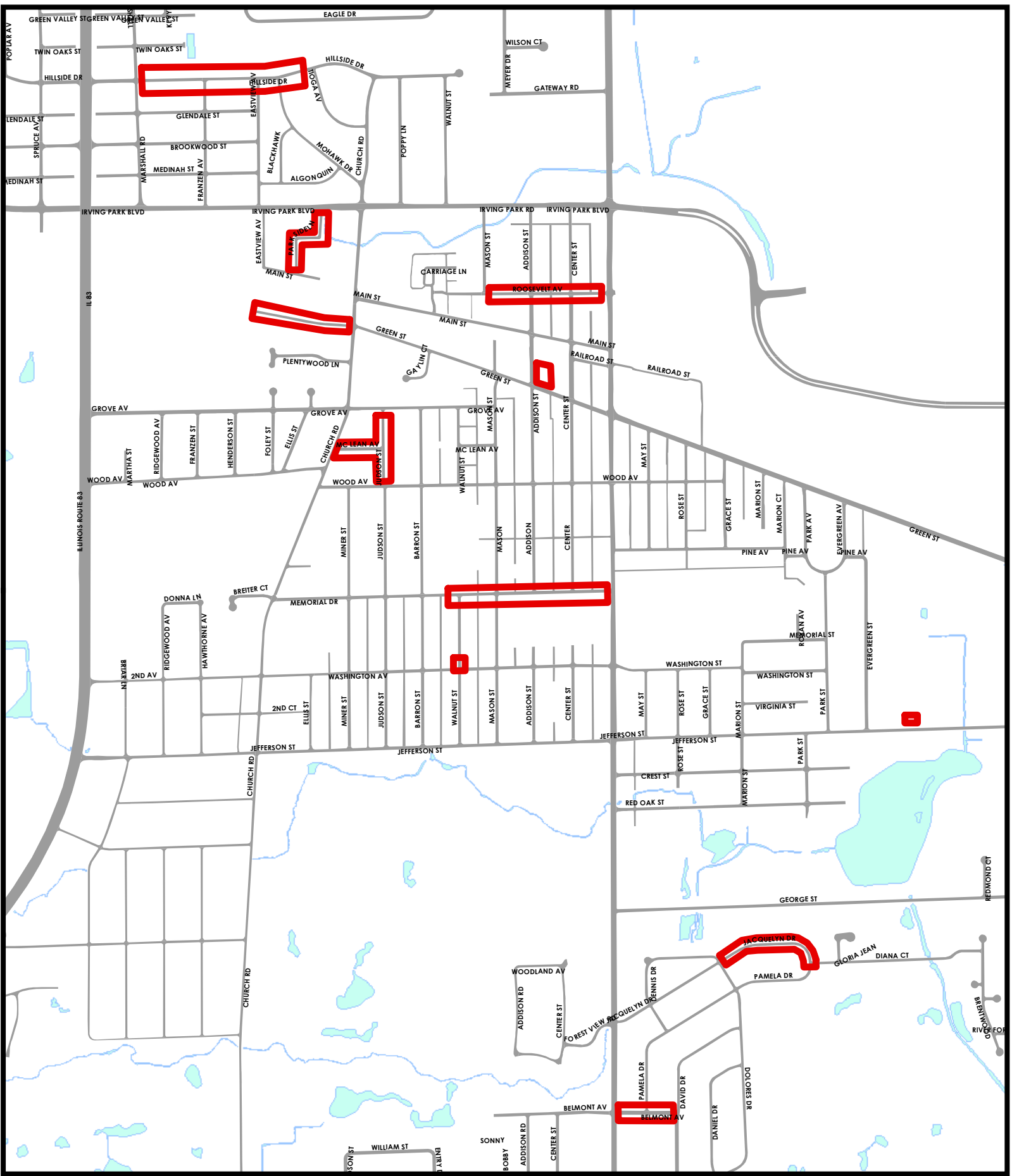
Date: 19-Apr-18
Time: 10:00 AM
Appropriation:

Name of Bidder:		R.W. Dunteman Company		Brothers Asphalt Paving, Inc.		Schroeder Asphalt Services, Inc.		J.A. Johnson Paving Co.	
Address of Bidder:		P.O. Box 1129 Addison, IL 60101		315 S. Stewart Avenue Addison, IL 60101		P.O. Box 831 Huntley, IL 60142		1025 East Addison Court Arlington Heights, IL 60005	
Proposal Guarantee: Terms:									
Approved Engineer's Estimate									
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
50.00	\$ 11,500.00	50.00	\$ 11,500.00	40.00	\$ 9,200.00	24.00	\$ 5,520.00	42.00	\$ 9,660.00
50.00	\$ 2,500.00	60.00	\$ 3,000.00	40.00	\$ 2,000.00	24.00	\$ 1,200.00	42.00	\$ 2,100.00
50.00	\$ 8,500.00	45.00	\$ 7,650.00	35.00	\$ 5,950.00	44.00	\$ 7,480.00	35.00	\$ 5,950.00
15.00	\$ 3,000.00	5.00	\$ 1,000.00	7.00	\$ 1,400.00	15.00	\$ 3,000.00	1.00	\$ 200.00
0.20	\$ 7,063.40	0.01	\$ 353.17	0.10	\$ 3,531.70	0.01	\$ 353.17	0.75	\$ 26,487.75
67.00	\$ 198,119.00	62.50	\$ 184,812.50	65.00	\$ 192,205.00	70.00	\$ 206,990.00	63.50	\$ 187,769.50
25.00	\$ 2,500.00	7.50	\$ 750.00	10.00	\$ 1,000.00	10.00	\$ 1,000.00	2.50	\$ 250.00
65.00	\$ 434,460.00	62.50	\$ 417,750.00	65.00	\$ 434,460.00	69.50	\$ 464,538.00	67.50	\$ 451,170.00
6.00	\$ 33,450.00	5.50	\$ 30,662.50	5.96	\$ 33,227.00	6.90	\$ 38,467.50	6.00	\$ 33,450.00
22.00	\$ 12,584.00	34.00	\$ 19,448.00	25.25	\$ 14,443.00	25.00	\$ 14,300.00	28.00	\$ 16,016.00
2.25	\$ 22,700.25	3.00	\$ 30,267.00	1.80	\$ 18,160.20	1.80	\$ 18,160.20	3.40	\$ 34,302.60
2.50	\$ 169,957.50	2.00	\$ 135,966.00	1.80	\$ 122,369.40	2.35	\$ 159,760.05	3.10	\$ 210,747.30
15.00	\$ 13,140.00	13.00	\$ 11,388.00	7.53	\$ 6,596.28	12.00	\$ 10,512.00	1.00	\$ 876.00
10.00	\$ 43,800.00	4.00	\$ 17,520.00	5.05	\$ 22,119.00	5.00	\$ 21,900.00	5.00	\$ 21,900.00
2.00	\$ 11,620.00	1.25	\$ 7,262.50	1.01	\$ 5,868.10	1.00	\$ 5,810.00	1.75	\$ 10,167.50
50.00	\$ 700.00	80.00	\$ 1,120.00	20.00	\$ 280.00	22.00	\$ 308.00	50.00	\$ 700.00
50.00	\$ 5,450.00	25.00	\$ 2,725.00	20.00	\$ 2,180.00	19.00	\$ 2,071.00	20.00	\$ 2,180.00
30.00	\$ 138,030.00	13.00	\$ 59,813.00	18.00	\$ 82,818.00	18.50	\$ 85,118.50	16.00	\$ 73,616.00
50.00	\$ 5,400.00	30.00	\$ 3,240.00	23.00	\$ 2,484.00	30.00	\$ 3,240.00	75.00	\$ 8,100.00
50.00	\$ 450.00	90.00	\$ 810.00	25.00	\$ 225.00	29.00	\$ 261.00	75.00	\$ 675.00
30.00	\$ 840.00	80.00	\$ 2,240.00	25.00	\$ 700.00	28.00	\$ 784.00	75.00	\$ 2,100.00
50.00	\$ 6,650.00	30.00	\$ 3,990.00	40.00	\$ 5,320.00	36.00	\$ 4,788.00	36.75	\$ 4,887.75
50.00	\$ 6,350.00	34.00	\$ 4,318.00	40.00	\$ 5,080.00	33.50	\$ 4,254.50	36.75	\$ 4,667.25
45.00	\$ 14,805.00	28.00	\$ 9,212.00	35.00	\$ 11,515.00	33.00	\$ 10,857.00	36.75	\$ 12,090.75
50.00	\$ 1,750.00	38.00	\$ 1,330.00	60.00	\$ 2,100.00	45.00	\$ 1,575.00	47.75	\$ 1,671.25
50.00	\$ 800.00	60.00	\$ 960.00	60.00	\$ 960.00	42.00	\$ 672.00	47.75	\$ 764.00
45.00	\$ 62,505.00	38.00	\$ 52,782.00	55.00	\$ 76,395.00	42.00	\$ 58,338.00	47.75	\$ 66,324.75
70.00	\$ 49,000.00	68.00	\$ 47,600.00	100.00	\$ 70,000.00	83.00	\$ 58,100.00	65.00	\$ 45,500.00
22.00	\$ 94,160.00	23.00	\$ 98,440.00	23.23	\$ 99,424.40	23.00	\$ 98,440.00	21.00	\$ 89,880.00
35.00	\$ 1,750.00	37.00	\$ 1,850.00	50.50	\$ 2,525.00	50.00	\$ 2,500.00	30.00	\$ 1,500.00
100.00	\$ 5,000.00	90.00	\$ 4,500.00	40.00	\$ 2,000.00	100.00	\$ 5,000.00	100.00	\$ 5,000.00
1,500.00	\$ 1,500.00	1.00	\$ 1.00	1.01	\$ 1.01	1.00	\$ 1.00	1.00	\$ 1.00
1,500.00	\$ 1,500.00	1.00	\$ 1.00	1.01	\$ 1.01	1.00	\$ 1.00	1.00	\$ 1.00
1,000.00	\$ 1,000.00	1.00	\$ 1.00	1.01	\$ 1.01	1.00	\$ 1.00	1.00	\$ 1.00
15,000.00	\$ 15,000.00	80,000.00	\$ 80,000.00	49,000.00	\$ 49,000.00	27,000.00	\$ 27,000.00	43,123.60	\$ 43,123.60
1,000.00	\$ 1,000.00	1.00	\$ 1.00	1,010.00	\$ 1,010.00	1.00	\$ 1.00	1.00	\$ 1.00
2,500.00	\$ 2,500.00	1,150.00	\$ 1,150.00	7,575.00	\$ 7,575.00	1,000.00	\$ 1,000.00	1,150.00	\$ 1,150.00
2,500.00	\$ 2,500.00	1,200.00	\$ 1,200.00	757.50	\$ 757.50	1,000.00	\$ 1,000.00	1,200.00	\$ 1,200.00
2,500.00	\$ 2,500.00	1,150.00	\$ 1,150.00	5,050.00	\$ 5,050.00	1,000.00	\$ 1,000.00	1,150.00	\$ 1,150.00
4.00	\$ 444.00	4.00	\$ 444.00	4.04	\$ 448.44	4.40	\$ 488.40	4.00	\$ 444.00
1.00	\$ 9,702.00	0.55	\$ 5,336.10	0.56	\$ 5,433.12	0.65	\$ 6,306.30	0.55	\$ 5,336.10
1.50	\$ 747.00	0.80	\$ 398.40	0.81	\$ 403.38	0.85	\$ 423.30	0.80	\$ 398.40
2.50	\$ 2,077.50	1.50	\$ 1,246.50	1.52	\$ 1,263.12	1.65	\$ 1,371.15	1.50	\$ 1,246.50
4.00	\$ 1,584.00	4.00	\$ 1,584.00	4.04	\$ 1,599.84	4.20	\$ 1,663.20	4.00	\$ 1,584.00
30.00	\$ 16,740.00	20.00	\$ 11,160.00	35.00	\$ 19,530.00	18.00	\$ 10,044.00	41.50	\$ 23,157.00
40.00	\$ 400.00	75.00	\$ 750.00	45.00	\$ 450.00	25.00	\$ 250.00	56.00	\$ 560.00
50.00	\$ 500.00	75.00	\$ 750.00	55.00	\$ 550.00	29.00	\$ 290.00	70.00	\$ 700.00
500.00	\$ 20,500.00	450.00	\$ 18,450.00	300.00	\$ 12,300.00	525.00	\$ 21,525.00	350.00	\$ 14,350.00
1,500.00	\$ 7,500.00	1,910.00	\$ 9,550.00	1,200.00	\$ 6,000.00	2,500.00	\$ 12,500.00	1,000.00	\$ 5,000.00
4.00	\$ 6,080.00	7.20	\$ 10,944.00	5.30	\$ 8,056.00	5.50	\$ 8,360.00	5.00	\$ 7,600.00
2.00	\$ 3,040.00	1.30	\$ 1,976.00	1.01	\$ 1,535.20	1.10	\$ 1,672.00	0.50	\$ 760.00
3.50	\$ 5,320.00	1.40	\$ 2,128.00	1.21	\$ 1,839.20	1.30	\$ 1,976.00	3.00	\$ 4,560.00
60.00	\$ 17,880.00	42.00	\$ 12,516.00	70.70	\$ 21,068.60	70.00	\$ 20,860.00	71.00	\$ 21,158.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Bid:	As Read:	1,334,996.67		1,380,408.51		1,413,031.27		1,464,185.00	
	As Calculated:	1,334,996.67		1,380,408.51		1,413,031.27		1,464,185.00	



Village of Bensenville

2018 Capital Projects- Pavement Patching



RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
WITH RW DUNTEMAN COMPANY OF ADDISON ILLINOIS FOR THE
2018 MPI MFT PAVEMENT PATCHING PROGRAM IN THE AMOUNT
OF \$98,681.44**

WHEREAS the Village of Bensenville performs annual pavement patching program, in an effort to extend the life of its infrastructure, maximize taxpayer dollars, as well as maintain safe roadways for all those who pass through our Village, and

WHEREAS the Village joined other municipalities within DuPage County to in an alliance known as the Municipal Partnering Initiative (MPI) to jointly bid out common annual maintenance programs; and

WHEREAS the Village believes MPI provides potential cost savings; and

WHEREAS the Village of Lombard, Downers Grove Sanitary District and Village of Woodridge were the other communities that participated in the joint pavement patching program this year; and

WHEREAS RW Dunteman Company submitted the lowest responsible and responsive bid in the amount of \$1,334,996.67 on April 19, 2018; and

WHEREAS based on bid prices the Village's portion of the bid equated to \$49,177.02; and

WHEREAS the staff believes additional patching is required throughout other areas of town; and

WHEREAS staff feels at this price the quantity should be increased for a contract amount of \$98,681.44; and

WHEREAS each municipality must enter into an individual contract with the lowest bidder for its portion of the work.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a construction award to RW Dunteman Company for the 2018 MPI MFT Pavement Patching Program in the amount of \$98,681.44

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Mehul Patel**DEPARTMENT:**Public Works**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. for the 2018 Pavement Striping Program in the Amount of \$23,773.74

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

The Village in an effort to maintain safe and beautiful roadways for all those who pass through the Village performs routine maintenance to achieve these goals. For the safety of the motoring public the Village conducts a roadway striping program on an annual basis. This year's striping program will largely focus in Area 3 maintenance zone.

KEY ISSUES:

In past years, the Village has taken advantage of the competitively bid pricing through Suburban Purchasing Cooperative (a joint purchasing program for local government agencies) by Northwest Municipal Conference (NWMC). Superior Road Striping, Inc of Melrose Park, IL was the lowest bidder for this project in 2017. NWMC has approved a contract extension for this project for the 2018.

The Village recently obtained a proposal from Superior Road Striping for 2018 Striping Program. Based on the quantities initially identified, Superior Road Striping has provided a proposal in the amount of \$23,773.74.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the 2018 Pavement Striping Program contract with Superior Road Striping, Inc of Melrose Park, IL

BUDGET IMPACT:

Funds have been allocated in FY18 (\$25,000.00) for 2018 Pavement Striping Program in account 11050421 549990.

ACTION REQUIRED:

Approval of a Resolution Authorizing the execution of a contract with Superior Road Striping, Inc. for the 2018 Pavement Striping Program in the amount of \$23,773.74.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Proposal	5/3/2018	Backup Material
Location Map	5/3/2018	Backup Material
NWMC award	5/3/2018	Backup Material

Resolution

5/3/2018

Resolution Letter



SUPERIOR ROAD STRIPING, INC.
1980 N HAWTHORNE AVENUE
MELROSE PARK, IL 60160

TELEPHONE 708-865-0718
FAX 708-865-0296

BID

5/3/2018

VILLAGE OF BENSENVILLE
2018 CAPITAL PROJECTS - PAVEMENT STRIPING

PAVEMENT MARKING

DESCRIPTION	UM	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
THPL PVT MK L & S	SF	1432.0	3.51	5,026.32
THPL PVT MK LINE 4	LF	12312.0	0.52	6,402.24
THPL PVT MK LINE 6	LF	4255.0	0.76	3,233.80
THPL PVT MK LINE 12	LF	137.0	1.52	208.24
THPL PVT MK LINE 18	LF	960.0	2.28	2,188.80
THPL PVT MK LINE 24	LF	863.0	3.78	3,262.14
PAVT MARKING REMOVAL	SF	8420.0	0.41	3,452.20

TOTAL \$ 23,773.74

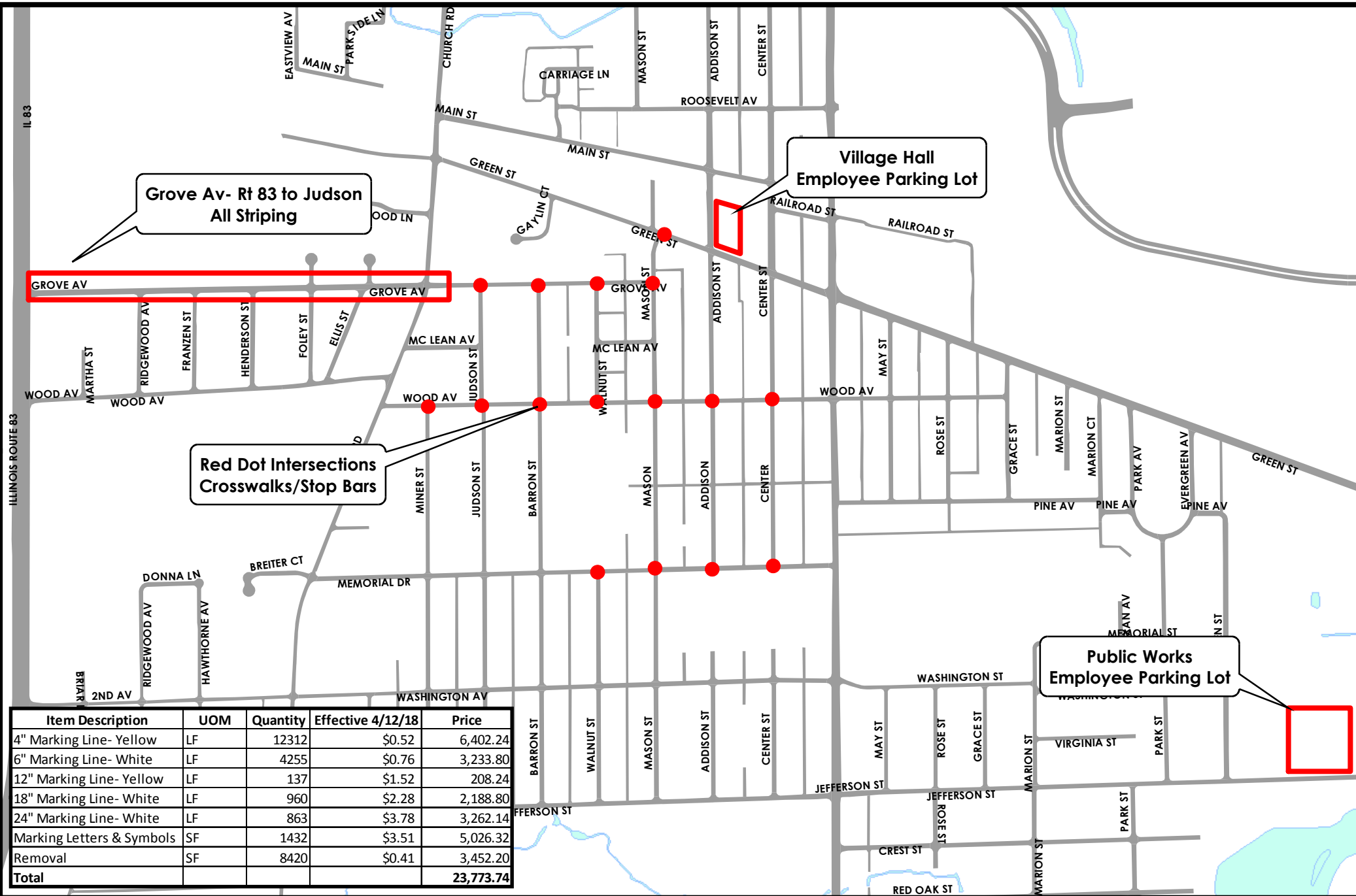
OUR PRICES DO NOT REFLECT ANY INCIDENTAL ITEMS.
THIS BID DOES NOT INCLUDE ANY TYPE OF BOND.
THIS JOB IS NOT BID AS A LUMP SUM.
WATER BLASTING IS EXCLUDED FROM PAVEMENT MARKING REMOVAL.

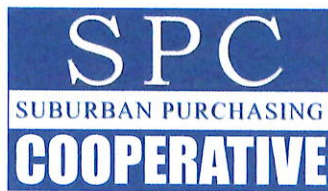
****THIS BID DOES NOT INCLUDE TEMPORARY PAVEMENT MARKING OR TEMPORARY
PAVEMENT MARKING REMOVAL****



Village of Bensenville

2018 Capital Projects- Pavement Striping





A Joint Purchasing Program For Local Government Agencies

March 5, 2017

Ms. Joan Yario
Superior Road Striping
1980 N. Hawthorne Ave
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the second of three (3) possible one-year contract extensions of the SPC 2018 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2018 through April 11, 2019, with a 5% price increase. The SPC reserves the right to extend the contract for one additional one-year terms upon mutual agreement on a negotiated basis.

Item Description	UOM	2017	2018
4" Marking Line	LF	\$0.49	\$0.52
6" Marking Line	LF	\$0.72	\$0.76
12" Marking Line	LF	\$1.44	\$1.52
24" Marking Line	LF	\$3.60	\$3.78
Marking Letters & Symbols	SF	\$3.34	\$3.51
Removal	SF	\$0.41	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan 03/07/17
Date

SD 3-15-18
Name: Joan Yario Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

CONTINUATION CERTIFICATE

Premium Amount: \$6,323.00

The The Guarantee Company of North America USA (hereinafter called the Surety)

hereby continues in force its Bond No. 40102421 in the sum of Five Hundred Forty Thousand Three Hundred Sixty Six Dollars and 33/100 (\$540,366.33) Dollars, on

behalf of Superior Road Striping, Inc.

in favor of Suburban Purchasing Cooperative C/O NWMC

subject to all the conditions and terms thereof through March 28, 2019 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 31 day of January, 2018.

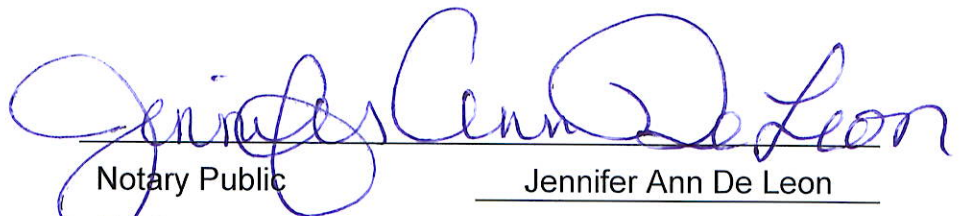
The Guarantee Company of North America USA
Surety

By: 
Harold Miller Jr. Attorney-in-Fact

State of Illinois
County of Cook

I, Jennifer Ann De Leon, Notary Public of Cook, County, in the State of Illinois, do hereby certify that Harold Miller, Jr. Attorney-in-Fact, of the The Guarantee Company of North America USA who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the The Guarantee Company of North America USA for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 31st day of January, 2018.


Notary Public Jennifer Ann De Leon
My Commission expires: 1/6/2020





THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Karen E. Socha, Arlene M. Filipski, Sharon A. Sonderman, William T. Krumm, Harold Miller Jr., Jon A. Schroeder, Randall K. Moon Jr., Joan B. Ward, Patricia A. Joseph, Kathleen Weaver, Michael R. Pesch, Jodie Sellers Arthur J. Gallagher Risk Management Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Stephen C. Ruschak, Vice President

Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this

Randall Musselman

Randall Musselman, Secretary

31st day of January 2018

RESOLUTION NO. _____

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
SUPERIOR ROAD STRIPING, INC. FOR
2018 PAVEMENT STRIPING PROGRAM
IN THE AMOUNT OF \$23,773.74**

WHEREAS the Village of Bensenville, in an effort to maintain safe and beautiful roadways for all those who pass through our Village performs routine maintenance to achieve these goals, and

WHEREAS Superior Road Striping, Inc. was awarded the Thermoplastic Lane Marking Contract through the Suburban Purchasing Cooperative contract, and

WHEREAS Superior Road Striping, Inc. provided a quotation for supplying and applying the material.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes to execute a contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2018 Pavement Striping Program in the ,amount of \$23,773.74.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:

Resolution

SUBMITTED BY:

Joe Caracci

DEPARTMENT:

Public Works

DATE:

May 15, 2018

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with Corrective Asphalt Materials, LLC for 2018 Pavement Preventative Maintenance Program in the Amount of \$35,751.42

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

Preventative maintenance is an essential part to prolonging the life of a roadway which delays the need for costlier repairs in the future. Part of that maintenance process is the use of an asphalt rejuvenator on roads that have been recently paved (within 2-3 years). This treatment refreshes the binder layer of pavement to bring it back to a state of freshly paved asphalt which helps to delay breakdown of the asphalt which leads to costlier repairs such as resurfacing or reconstruction.

Reclamite is an emulsion made up of specific petroleum oils and resins. It is formulated to suspend life cycle of asphalt pavement by restoring and preserving the asphalt's binder. When Reclamite combines with asphalt pavement it is able to restore the pavement's original properties, hence extending the life of the pavement. By extending the life cycle of the asphalt pavement, we are ultimately delaying all other treatments and most importantly keeping a "good road good."

The Village utilized this product in 2012, 2014 and 2016. The Village has paved many streets since 2016 as part of the Capital Investment projects.

KEY ISSUES:

Reclamite is sold through regional distributor and thus is considered a sole source item. Corrective Asphalt Materials (CAM) LLC is the local distributor of the material. CAM has provided a quote based on the pavement area to the Municipal Partner Initiative group in the Northwest Municipal Conference. CAM has extended the same price to the Village of Bensenville. Village has been part of the MPI group in DuPage County on projects such as sanitary sewer lining and pavement patching. A request for a quote produced the following results:

Company	BID TOTAL
Corrective Asphalt Materials (CAM) LLC. Sugar Grove, IL	\$ 35,751.42 (\$0.83/Sy)

Village also had informal discussion with another supplier for a similar product called GSB-88; the cost provided for similar quantity was \$1.09/SY

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the contract with CAM, LLC of Sugar Grove, IL.

BUDGET IMPACT:

Funds (\$50,000) have been allocated for this project in FY-18

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Corrective Asphalt Materials, LLC for 2018 Pavement Preventative Maintenance Program in the amount of \$35,751.42.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Proposal	5/7/2018	Backup Material
Location Map	5/7/2018	Backup Material
MPI Bid Docs	5/7/2018	Backup Material
Resolution	5/10/2018	Resolution Letter



Mailing address:
PO BOX 87129
300 Daniel Boone Trail
South Roxana, IL 62087

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

May 4, 2018

Mehul T. Patel
Village of Bensenville IL
717 East Jefferson St.
Bensenville, IL 60106
Office: (630) 594-1196
mpatel@bensenville.il.us

Dear Mr. Patel,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist in Village of Bensenville's road maintenance program. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to 43,074 SY of selected asphalt pavement**
- **CAM's responsibilities:**
 - **Furnish and apply Reclamite**
 - **Apply Limestone Screenings**
 - **All traffic control and signs related to project**
 - **Handle any complaints or issues that may arise from application**
 - **Resident Notification**
 - **Pre-Street Sweeping, if field conditions require**
 - **Post Street Sweeping/material Disposal**
- **Unit Price Reclamite: \$0.83 SY**
- **Total Price \$35,751.42**

Mark Homco, Project Coordinator will be contacting you to schedule the project.
Info: homco@cammidwest.com , Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name : _____ Address: _____

Phone Number: _____

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

Mark Homco
Project Coordinator
Corrective Asphalt Materials, LLC

APPROVED BY:

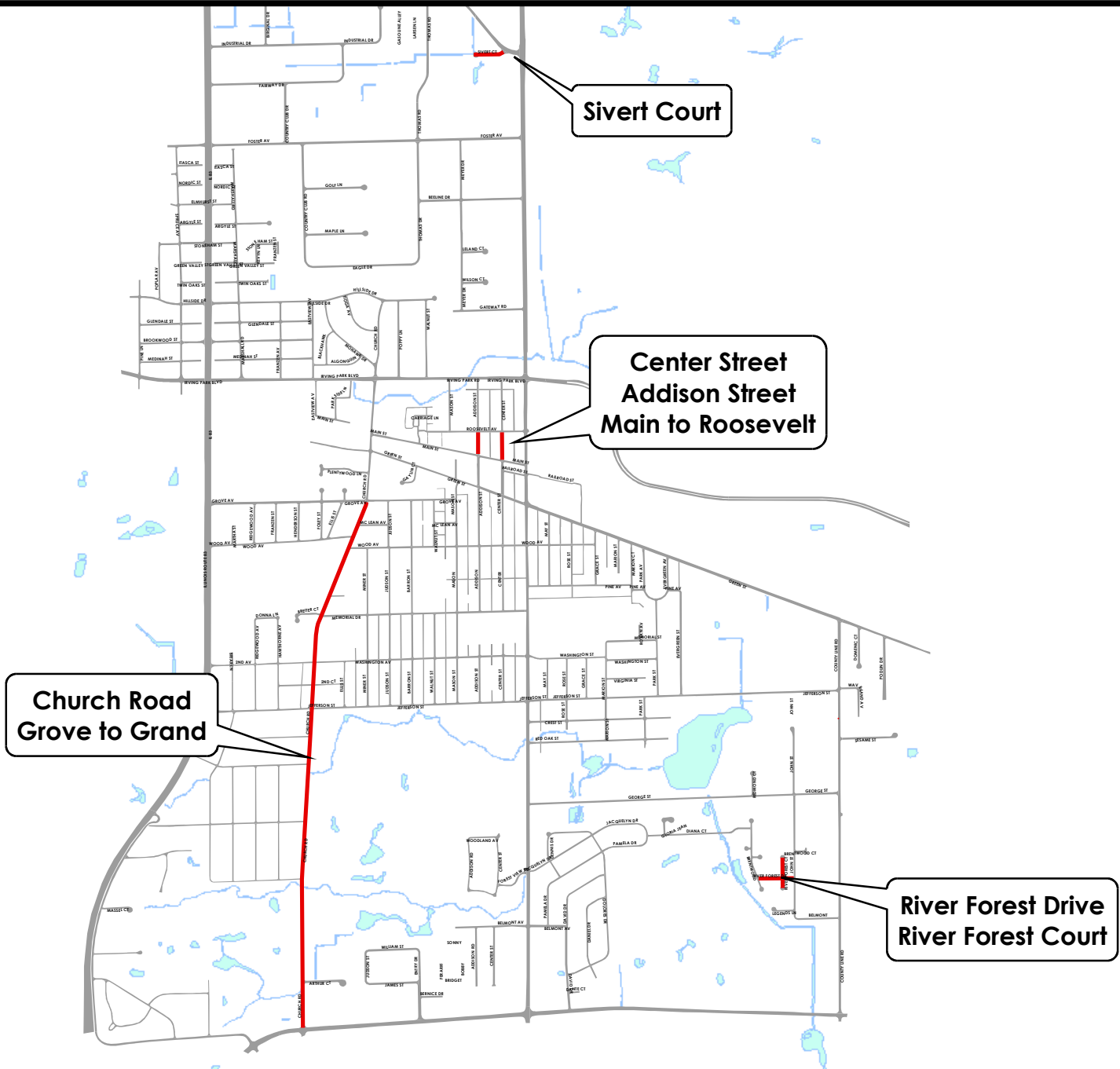
Sign

Date



Village of Bensenville

2018 Capital Projects- Pavement Rejuvenation





Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000

Fax: (847) 446-1139

General Email: nmostardo@winnetka.org

REQUEST FOR BIDS:	#018-008	BID ISSUE DATE: 2/28/2018
BID DESCRIPTION:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT	
BID OPENING DATE:	3/22/2018	BID OPENING TIME: 10:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
--	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Nicholas Mostardo	PHONE:	(847)716-3504
EMAIL:	nmostardo@winnetka.org		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Meeting	NONE		
Deadline for Specification Inquiries	MUST BE SUBMITTED IN WRITING TO: NMOSTARDO@WINNETKA.ORG	3/16/2018	4:00PM
Bidder's Response Due and Public Opening	WINNETKA VILLAGE HALL ATTN: ASSISTANT FINANCE DIRECTOR 510 GREEN BAY ROAD WINNETKA, IL 60093	3/22/2018	10:00AM

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to nmostardo@winnetka.org no later than the Pre-Bid Specification Inquiry Deadline indicated above.

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

1. Invitation for Bidder's Proposals
2. General Instructions to Bidders
3. Bidder's Proposal
4. Bidder's Sworn Acknowledgement
5. Bidder's Sworn Work History Statement

Attachment A: Specifications

Attachment B: Village of Winnetka Prevailing Wage Ordinance and Rates

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Winnetka
510 Green Bay Road
Winnetka, IL, 60093

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in Attachment A and generally described as follows:

The Village of Winnetka, on behalf of the Municipal Partnering Initiative, is accepting bids relating to the application of pavement rejuvenation agents. This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of an Emulsified Maltene-Based Asphalt Rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be pricing in accordance with this bid proposal. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

The Work shall be performed at the following Work Sites:

To be determined in each member's Contract with the Contractor.

INVITATION

2. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- A. Invitation for Bidder's Proposals;
- B. General Instructions to Bidders;
- C. Addenda, if any are issued during the bidding process;
- D. Bidder's Proposal;
- E. Bidder's Sworn Acknowledgement;
- F. Bidder's Sworn Work History Statement;
- G. Other information submitted by Bidder, if requested during the bidding process;

4. **Inspection and Examination**

Bid Documents may be obtained as follows:

1. On-line: This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Assistant Finance Director at (847)716-3504 or nmostardo@winnetka.org for these documents.

Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

On-line Provider Disclaimer. DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

INVITATION

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Sites and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

The specifications may include the Illinois Department of Transportation's General Conditions of the Contract, "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB); "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS); "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD). The specifications also may include Owners' Village Code and Building Code. References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

5. Pre-Bid Meeting

None.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until *10 o'clock, a.m., local time, March 22, 2018 at the Village of Winnetka Finance Department, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

7. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of \$25,000 in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond on award of each individual Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, on award of the Contract to Bidder.

INVITATION

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract on award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance on award of the Contract to Bidder.

DATED: February 28, 2018

VILLAGE OF WINNETKA

By: Nicholas A. Mostardo
Name

Assistant Finance Director
Title

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

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**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

INSTRUCTIONS

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied on by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. Specific provisions relating to the Prevailing Wage Act, and required of the Contractor, are included in the Contract. A copy of Owner's ordinance ascertaining the prevailing rate of wages in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in the Contracts awarded by the various MPI agencies, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

INSTRUCTIONS

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

The Village typically provides an electronic spreadsheet for submitting schedules of prices. If the Village requests handwritten proposals, then entries on the those proposal form shall be entered or written legibly written in ink. In case of any conflict between words and numbers, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder on satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

INSTRUCTIONS

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("*Bid Security*"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such

INSTRUCTIONS

reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One original and two copies of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical

INSTRUCTIONS

organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a

INSTRUCTIONS

waiver of any future or similar defects or informalities, and Bidders should not rely on, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 45 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 45 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare two copies of the Contract based on Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

15. Finalization of Contract

A. Finalization Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all conditions precedent to signing the Contract before the 10th day after the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Finalization Date*").

B. Conditions Precedent to Finalization. On or before the Finalization Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Finalization Date, and submit to Owner both copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Finalization Date; and (2) submit two executed copies of all required Bonds dated as of the Finalization Date and all certificates and policies of insurance.

INSTRUCTIONS

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Finalization. On the Finalization Date, and provided that all documents required to be submitted prior to or on the Finalization Date have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract and tender one copy to the successful Bidder at the Finalization. The successful Bidder shall tender a copy to its surety company or companies.

16. Failure to Execute

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the conditions precedent to finalization or to properly finalize and execute the Contract shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. On annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Proprietary Information

Under the Illinois Freedom of Information Act, all records in the possession of the Village are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2. One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
BID PACKAGE**

BIDDER'S PROPOSAL

Full Name of Bidder Corrective Asphalt Materials, LLC ("Bidder")

Principal Office Address PO Box 87129, South Roxana, IL 62087

Local Office Address 43W630 Wheeler Road, Sugar Grove, IL 60554

Contact Person Anthony J. Witte, Jr. Telephone 618-254-3855

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. none, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items for utility line clearance. (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and

PROPOSAL

workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

Option 1: Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply Reclamite
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

<u>Amount (Square Yards)</u>	<u>Price/SY</u>
Less than or equal to 19,999 SY	\$0.91
20,000 SY – 74,999 SY	\$0.83
Greater than or equal to 75,000 SY	\$0.81

Option 2: CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

<u>Amount (Square Yards)</u>	<u>Price/SY</u>
Less than or equal to 19,999 SY	\$0.84
20,000 SY – 74,999 SY	\$0.79
Greater than or equal to 75,000 SY	\$0.77

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in each member's Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, ability, capital, facilities, plant, organization and staff to enable

PROPOSAL

Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for \$25,000 ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

11. **Terms of the Contract**

The prices will be in effect for a minimum of **thirty-six (36) months.** Upon mutual agreement, each community and CAM, LLC may extend the contract at any time, (automatically renewed annually) but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination.

DATED: March 5, 20 18.

Bidder

By: 

Title: President-P

~~Attest~~ Bidder

By: 

Title: Vice President-P

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

BIDDER'S SWORN ACKNOWLEDGEMENT

Anthony J. Witte, Jr. ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of 01/01/2018, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Corrective Asphalt Materials, LLC

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

NAME _____

ADDRESS

Anthony J. Witte, Jr., President

213 Mason Glen Drive, Lake St. Louis, MO 63367

Marc Taillon, Vice President

5180 Springfield Dr., Edwardsville, IL 62025

3. Individual

Bidder is an individual as follows:

Full name:

Residence address:

Business address:

If operating under a trade or assumed name that name is: _____

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

_____ ()

_____ ()

()

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED: March 5, 20 18.

Bidder

Attest

By: 

By: _____

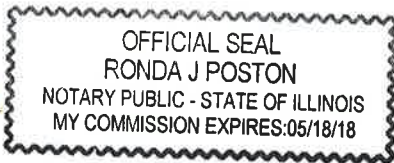
Title: President-P

Title: _____

Subscribed and Sworn to before me on March 15th, 20 18.


Notary Public

My commission expires: May 18, 20 18



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

Anthony J. Witte, Jr. ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: Manufacture and apply asphalt maintenance products

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>0</u> % Federal	<u>87</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>96</u> % Other Public	<u>13</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>4</u> % Private		<u>10</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 14 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses *See attached*

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>City of Bloomington</u>	<u>Dekalb County Hwy Dept</u>	<u>City of Kansas City</u>
Owner Address	<u>PO Box 3157</u>	<u>1826 Barber Green Rd.</u>	<u>4721 Coal Mine Rd.</u>
	<u>Bloomginton, IL 61702</u>	<u>Dekalb, IL 60115</u>	<u>Kansas City, MO 64130</u>
Reference	<u>Jeff Kohl</u>	<u>Nathan Schwartz</u>	<u>Kerry Kanatzar</u>
Telephone Number	<u>309-434-2225</u>	<u>815-756-9513</u>	<u>816-513-4713</u>
Type of Work	<u>Furnish and apply</u>	<u>Furnish and apply</u>	<u>Furnish and apply</u>
	<u>Reclamite</u>	<u>Reclamite</u>	<u>Reclamite</u>

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
Amount of Contract	<u>\$110,443.80</u>	<u>\$142,579.44</u>	<u>\$260,566.74</u>
Date Completed	<u>09/08/2017</u>	<u>06/04/2014</u>	<u>05/10/2016</u>

DATED: March 5, 20 18.

Bidder

Attest

By: 

By:

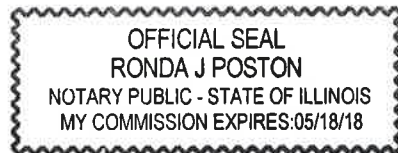
Title: President-P

Title:

Subscribed and Sworn to before me on March 15, 20 18.


Notary Public

My commission expires: May 18, 20 18



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

CORRECTIVE ASPHALT MATERIALS, LLC-#5 BUSINESS LICENSES

Issuing Agency	Type	Number	Renewal Date	
Illinois Secretary of State	Certificate of Authority	0007640-6	Perpetual	*Various Cities in IL
IDOT	Certificate of Eligibility	668C	4/30/2018	
Missouri Secretary of State	Certificate of Authority	FL0010522	Perpetual	*Various cities in MO
MODOT	Contractor Questionaire	28080	9/30/2018	
State of Alabama	Contractor License	49050	10/31/2018	*One city in AL
Iowa Secretary of State	Certificate of Authority	411104	Perpetual	
Minnesota Secretary of State	Certificate of Authority	8802136700028	Perpetual	*one city in MN
North Dakota Secretary of State	Certificate of Authority	40887600	Perpetual	
North Dakota Secretary of State	Contractor License	55048 Class C	3/1/2019	
Wisconsin Department of Financial Institutions	Certificate of Authority	C093823	Perpetual	
State of Arkansas Commercial				
Contracorts Licensing Board	Contractor License	10262	5/31/2018	
Mississippi Secretary of State	Certificate of Authority	1104746	Perpetual	
State of Mississippi Board of Contractors	Contractor License	22254-SC	5/24/2018	

**VILLAGE OF WINNETKA
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

ATTACHMENT A

SPECIFICATIONS

Emulsified Maltene-Based Rejuvenator:

- A. **General Scope:** This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of an Emulsified Maltene-Based Asphalt Rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.
- B. **Pre-Construction:** The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.
- C. **Material Specifications:** The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

NAPHTHENIC MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS:

Property	Test Method	Requirements	
Max.	ASTM	Min.	
Viscosity @ 25°C, SFS	D244	15	
40			
Residue, w%	D244 (Mod) ³	60	65
Miscibility Test	D244 (Mod.) ²	Pass	
Sieve Test, w%	D244(Mod.) ¹	-	0.1
Particle Charge Test	D244	Positive	

Tests on Distillation Residue:

Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	-
Asphaltenes, w%	D2006-70	-	1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

1. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

2. Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

3. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

D. Material Performance: The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The bidder must submit with their bid:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (MSDS) for the material.

3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of two years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

E. **Product Standards:** The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for one of these standards.

F. **Applicator Experience:** The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years' experience in applying the product proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

G. **Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer.

H. **Handling of Asphalt Rejuvenating Agent:** Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to

inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

- I. **Application Equipment:** The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply % pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.
- J. **Application of Rejuvenating Agent:** The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the

source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

K. Field Testing: Viscosity and penetration testing shall be done on three different streets during the application process. Four (4) cores shall be taken at each location prior to and approximately 50 days following the application of the maltene-based asphalt rejuvenator. Core locations will be determined by the Project Manager and core holes shall be filled with approved mix. The top three-eighths (3/8) inch of each core shall be removed and the asphalt extracted and recovered using California Test Method 365 (CTM 365). Viscosities of the recovered asphalt binder shall be determined using a sliding plate microviscometer (CTM 348). Penetration numbers shall be calculated from a nomograph. The results from the pre-treatment and the post-treatment cores from each street shall be compared and the present change in each calculated. The average value of the pre- treatment results and the post treatment results will be used to determine the final Viscosity and Penetration value. No compensation will be made for material not meeting specifications. Test indicating failure to meet the specifications may result in additional tests being required on other streets. No additional compensation will be made for additional testing. Testing shall be performed by an independent third party testing laboratory that has experience with the specified test methods and equipment. Testing shall be coordinated with owner's materials testing laboratory and in their presence when cores are extracted or when required by the Project Manager. The owner reserves the right to extract treated cores 1 year after rejuvenator application. Viscosity and Penetration values shall be determined using California Test Method 365 (CTM 365) and compared to the original untreated values.

L. Street Sweeping: The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

M. Traffic Control and Safety: The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be

switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

N. Spreading of Sand or Screenings:

Sand or screenings shall be furnished by the contractor. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

- O. Resident Notification:** The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The contractor shall also place the notice on the windshield of any parked cars on the street.

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P. Basis of Payment: Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene Based Asphalt Rejuvenating Agent per square yard. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. **Estimated quantities are listed below for reference but are not guaranteed.**

Community name	Dollars budgeted	Anticipated SY (Based on an assumed SY Price of \$0.79)
Arlington Heights	\$116,000	146,835
City of North Chicago	\$65,000	82,278
Evanston	\$50,000	63,291
Glenview	\$25,000	31,646
Highland Park	\$40,000	50,633
Lake Zurich	\$20,000	25,316
Bannockburn	\$15,000	18,987
Morton grove	\$10,000	12,658
Rolling Meadow	\$40,000	50,633
Skokie	\$20,000	25,316
Vernon Hills	\$28,000	35,443
Wilmette	\$5,000	6,329
Winnetka	\$25,000	31,646

**VILLAGE OF WINNETKA
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

ATTACHMENT B

**VILLAGE OF WINNETKA PREVAILING WAGE ORDINANCE AND
RATES**

RESOLUTION NO. R-48-2017

**A RESOLUTION ASCERTAINING THE PREVAILING RATE OF WAGES
FOR THE CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF WINNETKA**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* ("**Act**"); and

WHEREAS, the Act requires the Village of Winnetka ("**Village**") to investigate and ascertain, during the month of June of each year, the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the Village employed in performing the construction of public works for the Village; and

WHEREAS, the Village Council has determined that it will serve and be in the best interest of the Village and its residents to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: ASCERTAINMENT AND APPLICATION OF PREVAILING WAGE. To the extent required by the Act, the general prevailing rate of wages in the Village for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction in the Cook County area as determined by the Department of Labor of the State of Illinois ("**Department**") as of June 2017 (which determination is the most recent made by the Department), a copy of which determination is attached to and, by this reference, made a part of this Resolution as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department will supersede the Department's June 2017 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3: CONTRACTOR'S RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, to the Director of the Department and his or her

deputies and agents, and to all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4: DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that is also defined or used in the Act is the same as in the Act. Nothing contained in this Resolution shall be construed to apply the general prevailing rate of wages as ascertained by this Resolution to any work or employment that is not subject to the requirements of the Act.

SECTION 5: POSTING AND INSPECTION. The Village Clerk is directed to publicly post this determination or any revisions of the prevailing rate of wages in the Village Hall and shall keep a copy available for inspection by any interested party. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6: MAILING UPON REQUEST. The Village Clerk is directed to mail a copy of this determination to any employer, to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 7: FILING. The Village Clerk is directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department.

SECTION 8: PUBLICATION. Within 30 days after filing this Resolution in accordance with Section 7 of this Resolution, the Village Clerk is directed to publish a copy of this Resolution in a newspaper of general circulation in the Village, which publication shall be deemed to constitute notice that the determination made by this Resolution is effective and is the determination of the Village.

SECTION 9: EFFECTIVE DATE. This Resolution shall be in full force and effect after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 20th day of June, 2017, pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, Myers, and Ziv

NAYS: None

ABSENT: None

Signed

A handwritten signature in dark ink, appearing to read "C. Smith", written over a horizontal line.

Village President

Countersigned:

A handwritten signature in dark ink, appearing to read "Kathleen Scarla", written over a horizontal line.
Deputy Village Clerk

Exhibit A

Illinois Department of Labor Prevailing Wages for Cook County
June 2017

**Prevailing Wage rates
for Cook County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNsher	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		46.35	48.85	1.5	1.5	2	7.05	8.95	1.85	1.32
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	39.50	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 308 North 21st Street Saint Louis, MO 63103-MO 314 436-2399		CONTACT NAME: PHONE (A/C, No, Ext): 314 436-2399 FAX (A/C, No): 314 342-7170 E-MAIL ADDRESS:															
INSURED Corrective Asphalt Materials, LLC 300 Daniel Boone Trail P.O. Box 87129 South Roxana, IL 62087		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACUITY A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER B : Consolidated Construction Safety Fund</td> <td>99999</td> </tr> <tr> <td>INSURER C : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACUITY A Mutual Insurance Company	14184	INSURER B : Consolidated Construction Safety Fund	99999	INSURER C : Travelers Property Cas. Co. of America	25674	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X92021	03/30/2017	03/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		X92021	03/30/2017	03/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X92021	03/30/2017	03/30/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC00203360017*	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Contractors Equipment		QT6604343B838	03/30/2017	03/30/2018	Leased/Rented Equipment Limit: \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*SAFETY NATIONAL PROVIDES EXCESS W/C INSURANCE IN EXCESS OF PROGRAM RETENTIONS.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Village of Winnetka
 510 Green Bay Road
 Winnetka, IL 60093

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael A. Daneshmand

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Corrective Asphalt Materials, LLC

P.O. Box 87129
S. Roxana, IL 62087

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

BOND AMOUNT: \$25,000.00

PROJECT:

(Name, location or address, and Project number, if any)

MPI Joint Bid- Pavement Rejuvenation Contract# 018-008


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 22nd day of March, 2018


(Witness) Kelli Bornes - Admin Assistant


(Witness) Shari Smith

Corrective Asphalt Materials, LLC
(Principal)  (Seal)

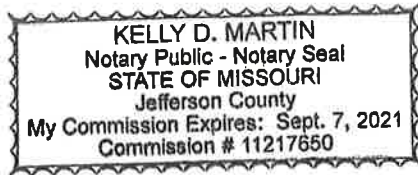
(Title) vice President

The Cincinnati Insurance Company
(Surety)  (Seal)

(Title) Brandi L. Bullock, Attorney-in-Fact

State of Missouri
County of City of St. Louis

On this March 22, 2018, before me personally appeared
Brandi L. Bullock to me known to be an Attorney-in-Fact of
The Cincinnati Insurance Company the corporation described in the
within instrument, and he acknowledged that he executed the within instrument as the act of the said
Company in accordance with authority duly conferred upon him by said Company.




Notary Public

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael T. Reedy; Stephen C. Ruff; Patricia A. Inchiostro; Gregory L. Stanley; Theresa A. Hunziker; Barbara M. Johnson; Christopher J. O'Hagan; Brandi L. Bullock; Don K. Ardolino; Kimberly Ann Connell; Timothy E. Griffin; Michael A. Flavin and/or Debra Baggett

of Chesterfield and St. Louis, Missouri its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Fourty Million and No/100 Dolalrs (\$40,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen C. Ruff

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 22nd day of March, 2018



Scott R. Bolen
Secretary

CORRECTIVE ASPHALT MATERIALS, LLC REFERENCES

Name	Address	City, State	Zip	Contact	Contact #	Dates	SQ. Yards
Hamilton County	100 S. Jackson	McLeansboro, IL	62859	Kevin Phillips	618-643-2714	04/04/13	34,212
Grundy County Hwy Dept	245 N. Illinois, Route 47	Morris, IL	60450	Craig Cassem	815-942-0363	04/28/14	38,206
Orland Park, Village of	15655 Ravinia Avenue	Orland Park, IL	60462	Rich Rillenbacker	708-403-6350	08/18/15	18,900
DeKalb Township	2323 S. Fourth Street	DeKalb, IL	60115	Craig Smith	815-758-5658	05/30/17	29,886
Schaumburg Township	1 Million Blvd.	Hoffman Estates, IL	60169	Dave Schackelton	847-884-1727	07/15/16	17,700



P.O. Box 5877
Bakersfield, CA 93338

661.393.7110

RECLAMITE®

Asphalt Pavement Rejuvenator

Reclamite® Benefits:

- Delays the aging process
- Reverses aging
- Stops premature aging - reverses oxidation
- Waterproofs and seals
- Restores the components of asphalt
- Less than 1/3 to 1/2 the cost of other wear course seals.



Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of your asphalt pavement, while conserving your maintenance budget.

Reclamite® restores maltenes, the components of asphalt lost in the aging process, and improves the durability of the pavement near the surface where deterioration begins. Pavements in good profile, but exhibiting signs of aging—hairline cracking, raveling and pitting—will benefit from a Reclamite® application, as will pavements with segregation issues.

Reclamite® assists in adjusting the rheology of asphalt binder by increasing penetration values and decreasing viscosity and corresponding DSR (Dynamic Shear Rheometer) values.

Formulated from a single sourced naphthenic crude base, Reclamite® has a high natural solvency ability, co-mingling and fluxing with the asphalt binder to restore the asphalt/aggregate bond. It is a 100% petroleum rejuvenator base containing 0% asphalt.

Reclamite® has a proven 50-year history of use with national and international distribution. When used in pavement maintenance programs, application is usually on a 4 to 6 year basis. Product cost is generally 1/3 to 1/2 of conventional wear course treatments.

Reclamite® is used to extend pavement life at the top of the maintenance curve, pushing that curve as long as possible before more expensive wear course seals such as scrub seal, chip seal, slurry and cape seals are required.

Please contact your Tricor distributor for more information or visit tricorrefining.com to learn more about our products.

RECLAMITE

Asphalt pavement rejuvenating agent



WHAT IS RECLAMITE® PRESERVATIVE SEAL?

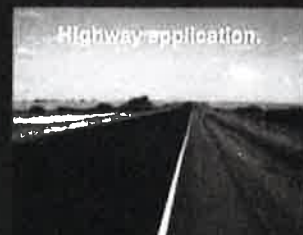
Reclamite® is an emulsion of specific petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite® penetrates seeking the asphalt in the pavement in preference to the aggregate. The result is that Reclamite® combines with the asphalt so as to restore its original desirable properties. In some cases the asphalt is improved over the original because of the superior quality of the added components.

Reclamite® stops pavement deterioration where it begins, at the top. The light components or fractions in the asphalt binder referred to as maltenes oxidize from the binder causing asphalt to become dry and brittle. The resulting loss of aggregate, cracking and moisture intrusion furthers pavement deterioration that will eventually without

intervention, lead to total pavement failure.

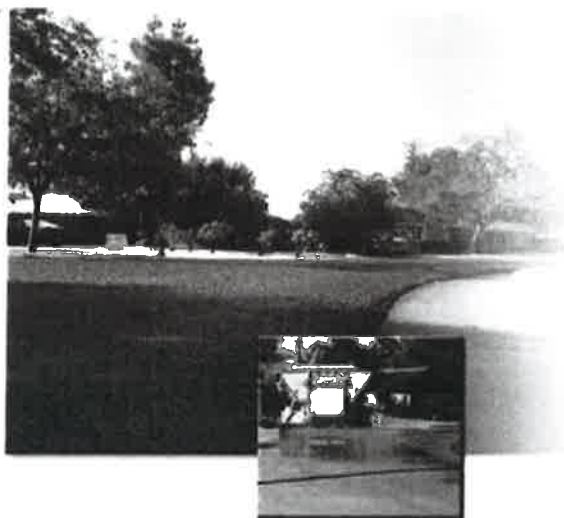
Pavements exhibiting early signs of aging (hairline cracking, raveling, segregation, pitting, dryness) as well as new asphalt pavement are excellent candidates for Reclamite® Preservative Seal treatment. Reclamite® increases penetration values and reduces viscosity values. Reclamite® seals out moisture, restores the asphaltene/maltene balance. Reclamite® having natural solvency ability because of its naphthenic base, fluxes with the asphalt restoring the aggregate/asphalt bond.

Reclamite® Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.

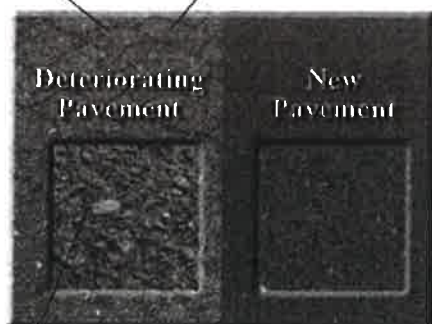


TRICOR REFINING, LLC

PRODUCERS of GOLDEN BEAR PRESERVATION PRODUCTS



Appearance of fine cracks
Asphalt has become brittle



Fine aggregate material loss

HOW RECLAMITE® PRESERVATIVE SEAL EXTENDS PAVEMENT LIFE.

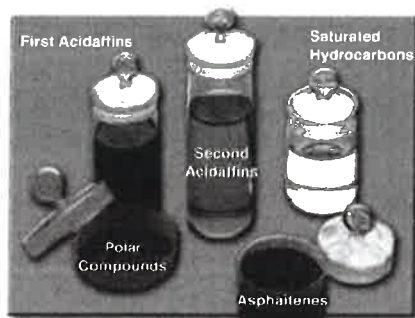
Reclamite® has been used successfully for over 40 years. Whether you are dealing with asphalt pavement in the hot, dry southwest United States, humid southern and southeast states or the damp and colder climates experienced in northern climates and Canada, application results are similar; improved durability of the asphalt, (durability being the interdependence between composition and aging), re-balancing the chemistry of the oxidized pavement, ability to delay the aging process and reverse premature aging.

Reclamite® Preservative Seal provides a simple, one step method for sealing and waterproofing the asphalt. It is effective for extending the life of newly constructed pavement.

Reclamite® delays the aging process by replenishing the maltenes and re-constituting the binder. Aged asphalt can be restored to a new and highly durable mix, virtually equal to or better than the original consistency.

Asphalt consists of five basic components: asphaltenes, polar compounds, first acidaffins, second acidaffins and saturated hydrocarbons. The later four are referred to as maltene fractions. These components in asphalt are subject to weathering and oxidation.

Components of Asphalt



Reclamite® is an emulsion manufactured from a naphthenic crude stock. Naphthenic base is wax free, has a natural low pour point and has excellent natural solvency ability allowing it to penetrate and absorb.

Reclamite® is spray applied. The emulsion is diluted 2:1 (product to water) or 1:1 with water. Application rates are measured in square yards or meters and vary according to pavement absorption and application needs. Normal treatment can provide 5-7 years additional service life. A second application can be considered at that time.

Your Reclamite Representative:

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS
P.O. Box 5877, Bakersfield, CA 93388-5877
Phone 661.393.7110 ext. 107
www.reclamite.com



Asphalt Solutions and Industrial Dust Control
Airports • Roadways • Utilities • Parking Areas

Corrective Asphalt Materials, LLC (CAM, LLC) manufactures Reclamite and certifies the final product will comply with the following TRICOR REFINING, LLC specifications.

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test ⁽²⁾	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	---	30
Cement Mixing	D-244			2.0

Tests on Residue from Distillation

Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---	0.4	0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1^{(5)}}{S + A_2}$				
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate hydrocarbons, S ⁽⁵⁾	D-2006-70	---	21	28

¹ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

²Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

³Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴Test procedure is attached.

⁵Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins.
A₂ = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

300 Daniel Boone Trail • P.O. Box 87129 • South Roxana, IL 62087
(800) 374-5560 • (618) 254-3855 • www.camlcill.net



TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – Fax 661.393.1601

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.

Tests on Emulsion:

Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test ⁽²⁾	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	---	30
Cement Mixing	D-244			2.0

Tests on Residue from Distillation

Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1}{S + A_2}$ ⁽⁵⁾				
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate hydrocarbons, S ⁽⁵⁾	D-2006-70	---	21	28

¹ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

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Note: Data presented are typical. Slight variation may occur from lot to lot.



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

November 3, 1997
File No. 97-6327A

City of Orlando
Engineering/Streets and Drainage Bureau
Public Works Department
400 South Orange Avenue
Orlando, Florida 32801-3302

Attention: Mr. Rick Howard, P.E., City Engineer

Subject: Report of Phase II Pavement Rejuvenation Study
Various City Streets
Orlando, Florida

Gentlemen:

As requested and authorized, Ardaman & Associates, Inc. has completed engineering and testing services for Phase II of this pavement rejuvenation study. Phase I of this project included obtaining pavement samples prior to treatment with the rejuvenating agent and developing this testing program to evaluate the rejuvenating agent and provide data to assess the application period.

BACKGROUND

The City has been treating low volume streets with Reclamite^{®1} asphalt rejuvenating agent for about 10 years. An initial application is typically made within one year after placement of the asphaltic concrete for an overlay. Reapplication is scheduled at a period of about 6 years. The intent of this program is to reverse the effects of "aging" (sometimes referred to as weathering or oxidation) by reintroducing portions of the asphaltic cement lost as a result of weathering. With aging, oxidation occurs and, in effect, reduces the petrolenes fraction² of the asphaltic cement. Increasing the petrolenes fraction improves the ductility of the asphaltic cement and therefore pavement durability.

Specifications developed for pavement rejuvenators and prior testing by others have concentrated on verifying that the rejuvenating products decrease the viscosity (or increase the penetration) of the asphaltic cement. Viscosity is measured on asphaltic cement extracted from cores obtained prior to treatment and after treatment with a rejuvenating agent. There is not much information available regarding critical values of viscosity, penetration or ductility that would indicate when the pavement is likely to develop cracks. SHRP-A-369 indicates that, in previous studies, penetration

¹ Manufactured by Golden Bear Division, Wilco Corporation, P.O. Box 456, Chandler, AZ 85244. Supplied by Pavement Technology, Inc., Westlake, OH.

² Asphalt consists of four basic components: asphaltenes (A), Polar aromatics (PA), naphthene aromatics (NA) and saturates (S). The latter three components, PA, NA and S are referred to as the petrolenes fractions. Asphaltenes are soluble only in the presence of polar and naphthene aromatics, which act as media to disperse the dissolved asphaltenes. The saturates develop the setting characteristics of the entire solution.

less than 10 and ductility less than 20, measured at 25°C, were established to be the limits at which pavements start to show cracking.

TESTING PROGRAM

This study included field sampling and laboratory testing. The field sampling was performed in two phases. In Phase I, initial field samples were obtained from eight city streets³ in mid-February 1997 prior to application of the rejuvenating agent in July/August 1997. The sample locations are presented in our report dated May 30, 1997, which is included in Appendix I. Four of the streets were selected for continued testing in Phase II. Additional samples were collected from locations near the pretreatment cores for each street after application of the rejuvenating agent. Testing to measure rheological properties was performed by PRI Asphalt Technologies, Inc. of Tampa, Florida, as a subconsultant to Ardaman, on the following samples:

Phase IIA:

- pretreatment core samples obtained in Phase I;
- post treatment core samples obtained to compare with pretreatment conditions;

Phase IIB:

- virgin asphaltic cement from a local distributor; and
- asphaltic cement from a local distributor treated with Reclamite.

Dynamic shear and stiffness testing was performed on samples of these materials before and after artificial aging for 5 time intervals based on procedures and performance graded asphalt binder specifications established by the Strategic Highway Research Program (SHRP) as part of the Superpave™ (Superior Performing Asphalt Pavements) system. The testing program and procedures are further described in the following subsections.

Superpave™ Specification

This project used the Superpave specification as a basis for evaluating the performance of asphalt binder with and without rejuvenating agent, subjected to various degrees of field and laboratory-simulated aging. The following brief discussion explains the concepts of the Superpave system. The Asphalt Institute Publication No. SP-1, SUPERPAVE Performance Graded Asphalt Binder Specification and Testing, is a concise readable document which we recommend as a reference for more details regarding Superpave.

The Superpave specification addresses the following aspects of binder performance with the corresponding testing procedures listed:

- Handling/Pumping — Rotational Viscometer
- Permanent Deformation and Fatigue Cracking — Dynamic Shear Rheometer
- Thermal Cracking — Bending Beam Rheometer or Direct Tension Tester;

The Superpave system uses new parameters such as the complex shear modulus and the phase angle between stress and strain in place of viscosity and penetration. The complex shear modulus,

³Per the City, the streets that we studied were generally resurfaced in 1990. Reclamite was applied in 1991 and again in 1997.

City of Orlando - Public Works Department
File No. 97-6327A

G'' , is the ratio of total shear stress ($\tau_{max} - \tau_{min}$) to total shear strain ($\gamma_{max} - \gamma_{min}$). The time lag between stress and strain is related to the phase angle, δ . For a perfectly elastic material, an applied load causes an immediate response; thus the phase angle is zero. For a viscous material (such as asphalt at mixing temperatures) the phase angle approaches 90° . Asphalt binders are viscoelastic at normal pavement temperatures and behave somewhere between these two extremes. For a more detailed explanation of these parameters refer to SP-1.

The Superpave binder specification tests asphalt binders in conditions that simulate the three critical stages during the binder's life:

- transport, storage and handling
- mix production and construction
- long-term aging.

Only long-term aging-related parameters are relevant for this project.

The original binder material represents the condition during transport, storage and handling. The Rolling Thin Film Oven (RTFO) test simulates mixing and placement of asphalt binder. The Pressure Aging Vessel (PAV) procedure simulates long-term in-service aging. The standard PAV 20-hour exposure corresponds to 5 to 10 years of field aging. This relationship is approximate and there are many contributing factors that make it difficult to reliably extrapolate for the field equivalency of greater or lesser PAV exposure times.

An excerpt from Table 1 of SP-1, provided as Exhibit 1, shows the performance graded asphalt binder specification. The performance grade (PG) evaluated for Orlando is PG 64-22. The 64 ($^\circ\text{C}$) corresponds to the maximum pavement design temperature and the -22 ($^\circ\text{C}$) corresponds to the minimum pavement design temperature. One important distinction between currently-used asphalt specifications and the Superpave specification is that the required physical properties remain constant for all of the performance grades. However, the temperatures at which these properties must be reached vary depending on the climate in which the binder is expected to be used. The applicable temperatures for Orlando are shaded.

EXHIBIT 1

Table 1. Performance Graded Asphalt Binder Specification

Performance Grade	PG 46			PG 52						PG 58				PG 64							
	-34	-40	-46	-10	-16	-22	-28	-34	-40	-46	-16	-22	-28	-34	-40	-10	-16	-22	-28	-34	-40
Average 7-day Maximum Pavement Design Temperature, °C ^a	<46			<52						<58				<64							
Minimum Pavement Design Temperature, °C ^a	>-34	>-40	>-46	>-10	>-16	>-22	>-28	>-34	>-40	>-46	>-16	>-22	>-28	>-34	>-40	>-10	>-16	>-22	>-28	>-34	>-40
Original Binder																					
Flash Point Temp. T48: Minimum °C	230																				
Viscosity, ASTM D 4402: ^b Maximum, 3 Pa·s (3000 cP), Test Temp. °C	135																				
Dynamic Shear, TP5: ^c G*/sin δ, Minimum, 1.00 kPa Test Temperature @ 10 rad/sec, °C	46			52						58				64							
Rolling Thin Film Oven (T 240) or Thin Film Oven (T 179) Residue																					
Mass Loss, Maximum, %	1.00																				
Dynamic Shear, TP5: ^c G*/sin δ, Minimum, 2.20 kPa Test Temp @ 10 rad/sec, °C	46			52						58				64							
Pressure Aging Vessel Residue (PAVR)																					
PAV Aging Temperature, °C ^d	90			90						100				100							
Dynamic Shear, TP5: ^c G*/sin δ, Maximum, 5000 kPa Test Temp @ 10 rad/sec, °C	10	7	4	25	22	19	16	13	10	7	25	22	19	16	13	31	28	25	22	19	16
Physical Hardening ^e	Report																				
Creep Stiffness, TP1 ^f S, Maximum, 300 MPa m-value, Minimum, 0.300 Test Temp, @ 60 sec, °C	-24	-30	-36	0	-6	-12	-18	-24	-30	-36	-6	-12	-18	-24	-30	0	-6	-12	-18	-24	-30
Direct Tension, TP3: ^g Failure Strain, Minimum, 1.0% Test Temp @ 1.0 mm/min, °C	-24	-30	-36	0	-6	-12	-18	-24	-30	-36	-6	-12	-18	-24	-30	0	-6	-12	-18	-24	-30

Notes:

- Pavement temperatures can be estimated from air temperatures using an algorithm contained in the Superpave™ software program or may be provided by the specifying agency, or by following the procedures as outlined in PPK.
- This requirement may be waived at the discretion of the specifying agency if the supplier warrants that the asphalt binder can be adequately pumped and mixed at temperatures that meet all applicable safety standards.
- For quality control of unmodified asphalt cement production, measurement of the viscosity of the original asphalt cement may be substituted for dynamic shear measurements of G*/sin δ at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary or rotational viscometer (AASHTO, T 201 or T 202).
- The PAV aging temperature is based on simulated climatic conditions and is one of three temperatures 90°C, 100°C or 110°C. The PAV aging temperature is 100°C for PG 64 and above, except in desert climates, where it is 110°C.
- Physical Hardening—TP 1 is performed on a set of asphalt beams according to Section 13.1 of TP 1, except the conditioning time is extended to 24 hrs ± 10 minutes at 10°C above the minimum performance temperature. The 24-hour stiffness and m-value are reported for information purposes only.
- If the creep stiffness is below 300 MPa, the direct tension test is not required. If the creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used in lieu of the creep stiffness requirement. The m-value requirement must be satisfied in both cases.

The testing program is further described in the following subsections.

Phase IIA: Core Testing

Pretreatment Core Samples

We tested four of the 16 core samples obtained in Phase I of this study to measure the viscosity of the asphaltic concrete. The samples were selected from sunny and shaded locations both from the wheel path and outside the wheel path. The following table describes the test sample locations:

Test Sample Location	Wheel Path	Outside Wheel Path
Sunny	Ross Place (NW,RP,W1 and W2*)	Lucerne Terrace (SW,LT,C1 and C2*)
Shaded	Church Street (NE,CS,W1 and W2*)	Mack Avenue (SW,MA,C1 and C2*)

* Samples obtained as reserves.

The testing involved trimming the top ¼- to ½-inch of the cores and extracting the asphaltic cement using toluene and Rotavapor distillation (ASTM D5404-93). The extracted asphaltic cement was then subjected to testing. The rheological properties were measured using a Dynamic Shear Rheometer (DSR) under three different conditions where the shear rate and temperature were varied. Two of the tests measured viscosity at a temperature of 25°C using the DSR in sliding plate viscometer mode. One test was performed with a shear rate of 0.05 reciprocal seconds (1/sec) and a second with a shear rate of 0.001 (1/sec). The third test was performed at a temperature of 64°C with a shear rate of 10 radians/sec using the Superpave DSR protocol (AASHTO TP5) for binder. The testing was performed from July 23-30, 1997.

Post Treatment Core Samples

We obtained three additional cores from each of the selected streets on which pretreatment testing was performed adjacent to the locations where cores were previously obtained. They are referenced as follows:

Test Sample Location	Wheel Path	Outside Wheel Path
Sunny	Ross Place (NW,RP,W3, W4* and W5*)	Lucerne Terrace (SW,LT,C3, C4* and C5*)
Shaded	Church Street (NE,CS,W3, W4* and W5*)	Mack Avenue (SW,MA,C3, C4* and C5*)

* Samples obtained as reserves.

Again the cores were trimmed to obtain the top ¼- to ½-inch of material. The asphaltic cement was extracted and distilled as described above. The extracted asphaltic cement was subjected to testing as described above for the pretreatment samples.

Phase IIB: Asphalt Cement Testing

Virgin (neat) asphalt cement (AC-30) was obtained from an asphaltic cement producer and was tested both with and without the rejuvenating agent Reclamite.

Virgin Asphaltic Cement

It should be recognized that different sources of asphaltic cement may have different aging characteristics. We therefore attempted to obtain asphaltic cement used in past City of Orlando resurfacing projects. The asphaltic cement was obtained from a local distributor, Marathon Oil Company, Tampa, Florida, which has provided asphaltic cement for many of the City's resurfacing projects.

Samples of this asphaltic cement were subjected to artificial aging using the RTFO Procedure (AASHTO T240 or ASTM D 2872) followed by the AASHTO PP1 protocol in a Pressure Aging Vessel (PAV). A 20-hour time of exposure in the PAV is used to simulate 5 to 10 years of aging. For this testing, we obtained samples after 10, 15, 20, 25, and 30 hours of exposure in the PAV. Samples from each of the exposure time increments were subjected to dynamic shear and bending beam rheometer (BBR) stiffness testing (AASHTO TP1) to measure rheologic properties.

Treated Asphaltic Cement

The asphalt cement was treated with Reclamite at a ratio corresponding to the manufacturer's recommended application rate—0.06 gallons per square yard or 0.153 parts Reclamite emulsion⁴ to 1 part AC. Treated asphalt was also tested at a much higher application rate of rejuvenating agent—0.35 parts Reclamite concentrate to 1 part AC, which is equivalent to 1.05 parts Reclamite emulsion to 1 part AC—to test whether high dosage had undesirable effects on pavement properties. Table 1 provides the calculations for the ratios of Reclamite to asphalt cement used in the testing. The testing procedures (including aging) performed for the virgin AC were repeated for the treated samples.

RESULTS

One purpose of this project was to identify test procedures that would effectively identify the appropriate time intervals and dosage for the City to apply rejuvenating agent. In order for this approach to work the specification parameter must

- (i) approach a limit signaling impending cracking at some level of (simulated) aging;
- (ii) be susceptible to improvement with the rejuvenating agent.

The specification parameters/tests for in-place binder in the first column of Exhibit 1 represent potentially useful indicators.

Phase IIA: Core Testing

Viscosity

The results of viscosity testing are presented in Table 2 and Figure 1. Testing data are included in Appendix II. For the centerline (C) samples, the viscosity decreases an average of 45 percent between pretreatment and post treatment. For the traffic area/wheelpath (W) samples, the

⁴Reclamite is recommended to be diluted 1 part concentrate to 2 parts water.

viscosity decreases an average of 3 percent. However, the Church Street sample tested at a shear rate of 0.001 (1/sec), shows a 78 percent decrease in viscosity. Without this result there appears to be little change in viscosity for the samples obtained from the wheelpath.

Superpave Binder Specification

The results of DSR testing are presented in Table 2 and Figure 2. Testing data are included in Appendix II. $G^*/\sin \delta$ decreases an average of 37 percent between pretreatment and post treatment for the centerline samples and increases an average of 11 percent for the wheelpath samples. All of the measured values are comfortably above the Superpave specification of 2.20 kPa, with or without treatment.

Rheological analysis of extracted and recovered asphalts provided the following results:

Centerline asphalt samples (C's) exhibited reduced binder viscosity and complex shear modulus (G^*) with the Reclamite treatment. Centerline binder viscosities are higher than traffic lane binder viscosities. This observation is attributed to the stearic hardening (molecular structuring) that is allowed to occur in the non-traffic areas of the pavement. Traffic areas, on the other hand, are stressed by vehicular loads, "working" the binder and aggregate, which retards the molecular structuring (a reversible phenomenon). The stearic hardening hypothesis may explain why pavements first exhibit distress/cracking in the non-traffic areas.

Extracted and recovered asphalt from the traffic areas (W's), exhibit similar rheological properties with or without the Reclamite treatment. It is hypothesized that the binder and Reclamite blend together by different modes in the traffic and non-traffic areas. Additionally, the traffic areas constantly "work" the treated binder, which may influence:

- the compatibility of the asphalt and Reclamite;
- susceptibility to hydraulic actions of rain water;
- the relative permeability of the pavement.

Penetration of the Reclamite is probably higher in the non-traffic areas relative to the traffic paths. In addition, the rate of penetration reportedly decreases with successive applications of Reclamite. This is the second time that the pavements in this study have been treated.

Additional testing may better explain the differences observed between the centerline and traffic areas.

Phase IIB: Asphalt Cement Testing

The results of testing are presented in Table 3 and Figures 3, 4 and 5. Testing data are included in Appendix II. The dynamic shear rheology (DSR) has been expressed in kPa @ 64°C (147.2°F) as a function of $G^*/\sin \delta$, which defines an asphalt's stiffness at a frequency equivalent to vehicular traffic. Since asphalt is a non-Newtonian thermoplastic material (more fluid at high temperature, and brittle at cold temperature), rheological measurements such as $G^*/\sin \delta$ provide information on the asphalt's ability to withstand stresses induced by vehicular traffic and/or climate conditions, while the creep stiffness measured assesses the material's flexibility/pliability at cold service temperatures, after aging, when it is in its most brittle state.

If an asphalt is too fluid at the high service temperatures, it may deform by rutting. If it is too stiff at cold temperatures, it will crack when stresses are induced. Therefore, the asphalt binder must possess a combination of properties to provide a long and successful service life.

Dynamic Shear Rheometer

Reclamite reduced the complex modulus of the treated asphalt binder. The degree of complex modulus reduction is dosage-dependent, see Table 3. The virgin AC-30 sample without aging is fairly close to the minimum specification value of 1.00 kPa and is actually lower than the 2.20 kPa required after the sample has been subjected to the Rolling Thin Film Oven procedure. Otherwise, the untreated binder is comfortably above the specification value after aging. The sample treated with Reclamite at the manufacturer's recommended amount is near the specified minimum without aging. This would indicate that the Reclamite should not be added to this unaged asphalt cement.

The high dosage Reclamite samples fail to meet the specification criteria even after aging, which would indicate that this amount of rejuvenating agent is excessive.

Reclamite tended to reduce the rate of aging, as measured at 64°C. This implies that Reclamite, itself, has good aging characteristics. At the Reclamite recommended dosage of 0.153 parts per 1.0 part asphalt, the rheological properties of the treated asphalt after PAV_{20hours} (5 - 10 years of service life) were equivalent to PAV_{10hours} of the untreated binder (3 - 5 years of service life).

Bending Beam Rheometer

Creep stiffness (S) data @ -12°C (10.4°F), assess the binder's response to thermally induced stress at the coldest expected temperature for the geographical region. Normally done on PAV-aged samples, the Superpave binder requirements are a maximum S of 300 MPa (300,000 kPa) with a corresponding minimum m-value of 0.300.

Reclamite lowered the stiffness and increased the m-value (see Table 3). However, the results for the untreated AC-30 show that it comfortably meets the S specification and meets the m-value specification even after 30 hours of PAV aging.

Again, the degree of reduction of the creep stiffness and increase of the m-value are dosage-dependent.

As an approximation, the m-value of Reclamite-treated asphalt (recommended dosage), after PAV_{30hours} (8 - 12 years of field aging), was equal to the untreated asphalt after PAV_{10hours} (3 - 4 years of service life).

Aging

The purpose of developing typical aging curves for Orlando streets is to project when pavements will fail to meet specifications and problems such as cracking can be expected to develop. Coupled with other information such as the effectiveness of rejuvenating agents added at various stages of the aging cycle, these curves would allow the City to develop a pavement management and monitoring strategy.

The dynamic shear test results in Figure 3 show that the majority of the post treatment cores tested would have values comparable to the virgin asphalt (AC-30) tested with an exposure time of 15 to less than 30 PAV hours. This is roughly equivalent to 5 to 12 years of aging in the field. The

pretreatment cores had values similar to the virgin asphalt for exposure time of 10 to more than 30 PAV hours.

The average $G^*/\sin \delta$ for the pretreatment cores is 14.8 kPa. The average for the post treatment cores is 11.7 kPa. The slope of the aging curve for treated AC-30 (at the manufacturer's recommended application rate) is 0.249 kPa/PAV hour. At this rate, post treatment binder would return to pretreatment values after 12 PAV hours or roughly 3 to 6 years. This would suggest that a reapplication time of 6 years might be appropriate. Additional testing as described in the following section is necessary to support this finding.

We were unable to develop satisfactory aging curves for in-place asphalt pavement representative of the current practice of the City of Orlando from the available data. The $G^*/\sin \delta$ values for the street cores—post treatment and pretreatment—corresponded to well aged (5 to 12+ years) virgin AC-30. This might be explained by differences between the actual paving material and the reference material. It is known that recycled asphalt is typically combined with new binder in resurfacing projects. This would explain higher DSR values for the pavement cores than for the reference AC-30. Running additional tests as recommended below would give us more points to correlate.

RECOMMENDED ADDITIONAL TESTING

Dynamic shear rheometer (DSR) testing at 25°C (77°F) should be performed on post treatment cores (and pretreatment cores, if available) for the four locations tested in Phase IIA. This testing should also be performed on the reference AC-30 material with a range of aging times up to 30 PAV hours. The purpose of this testing would be to establish whether asphalt cements typically used in Orlando meet the Superpave binder specification to prevent fatigue cracking at intermediate operating temperatures. The DSR testing performed thus far was targeted at achieving a minimum specified $G^*/\sin \delta$ value to avoid permanent deformation at high temperature. All of the cores tested were comfortably above this limit, so there is no need to consider this test further. Phase IIB testing has shown that, even with aging, the virgin AC-30 met the criteria for DSR at 64 °C and flexural creep stiffness and m-values at -12°C from the bending beam rheometer (BBR) testing.

Other testing that should be considered is aging and treating rather than treating and aging the AC-30. Reclamite would be added to virgin asphalt cement samples at increments of 10, 15, 20, 25 and 30 PAV hours. These treated samples would then be subjected to DSR testing at 25°C and BBR testing at -12°C.

Application/mixing rate for the Reclamite per the manufacturer's recommendation would appear to be appropriate for this additional testing.

Testing of the annual cores should include DSR testing at 25°C and possibly BBR testing at -12°C, if funding permits.

OVERALL FINDINGS

The results of this study suggest the following general findings:

- Reclamite®, at the specified application rate, imparts favorable properties to neat asphalt binders.

When Reclamite was added to neat asphalt binder the complex modulus and stiffness were decreased. The asphalt binder viscosity and complex modulus from the cores decreased with the application of Reclamite at the specified rate. These values in the tested samples were not decreased to the degree that they were too low. However, over application could yield pavement susceptible to rutting at high temperatures.

- The application rate on the order of 0.06 gallons per square yard appears to be appropriate for a treatment period of about 6 years.

The results of the laboratory testing on the neat asphalt binders suggest that the recommended application rate for Reclamite is appropriate for the conditions in which the City of Orlando is using it. The results of testing on artificially aged asphalt binder found that the complex modulus of the binder treated with the recommended dosage returned to pretreatment values after about 12 hours of PAV exposure (equivalent to 3 to 6 years of aging). Therefore, a treatment period of 6 years is within the range predicted by the test results. However, we note that the asphalt binder in the pavement in-place is probably substantially different than that used in the testing. The resurfacing program includes recycled asphalt and may include modifiers which could not be practically included in a testing program. The dosage rate used should be correlated to the pavement to be treated.

- The data suggest that the dosage rate for a relatively new pavement will be different than for a highly oxidized pavement.

If Reclamite is applied to a new pavement, the application rate should be limited to avoid creating a low viscosity which allows ruts to develop under high temperatures. The data shows that the recommended application rate causes the complex modulus to decline to 1.163 kPa for unaged asphalt binder. This value should be at least 2.2 kPa to avoid rutting under high temperatures. Highly oxidized pavement can tolerate a higher level of treatment before reaching a level where rutting can be a problem. Also the older pavement may be less absorptive.

- The results of the core testing are variable and suggest that treatment is not as effective in the wheel path as it is in the remainder of the pavement.

The average binder viscosity from the wheel path cores was less than the average for the centerline cores.

Asphalt Pavement And Recycling Technologies, Inc.
(APART, Inc.)

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Report: 07-1227

January 20, 2008

Customer: CAM, LLC – Jack Witte

Project: RECLAMITE® Preservative Seal – Cities of Springfield, Moberly,
Alton and Jefferson City

Samples submitted: 20 pavement core samples (10 treated and 10 untreated) identified as follows:

<u>Jefferson City</u>	<u>Springfield</u>	<u>Moberly</u>	<u>Alton</u>
County Club Street	Rocklyn Street	South Williams St.	N. Rodgers Ave.
J-1 treated	S-2 treated	T-1 treated	CA-1 treated
J-2 treated	S-1 treated	T-2 treated	CA-2 treated
JU-1 untreated	S-3 untreated	M-1 untreated	AL-2 untreated
JU-2 untreated	S-4 untreated	M-2 untreated	AL-3 untreated
	Covington Street		
	SA-1 treated		
	SA-2 treated		
	SU-1 untreated		
	SU-2 untreated		

Application rate for treated materials was reported as being 0.065-0.08 gallons/square yard at a 2:1 dilution (RECLAMITE®/water).

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

Conclusion:

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements.

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I
CAM, LLC
RECLAMITE® Preservative Seals

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec ⁻¹	0.001 sec ⁻¹	
Jefferson City, MO			
County Club Street			
J-1 treated	42.0	65.2	16
J-2 treated	31.6	52.4	18
JU-1 untreated	105	92.0	10
JU-2 untreated	66.0	80.2	12
Springfield, MO			
Rocklyn Street			
S-2 treated	33.6	50.8	17
S-1 treated	35.0	52.4	17
S-3 untreated	84.0	168	11
S-4 untreated	86.8	208	11
Covington Street			
SA-1 treated	39.0	52.4	16
SA-2 treated	34.6	53.8	17
SU-1 untreated	83.5	188	11
SU-2 untreated	84.8	176	11
Moberly, MO			
South Williams Street			
T-1 treated	13.2	16.7	27
T-2 treated	11.0	13.4	29
M-1 untreated	19.0	32.6	22
M-2 untreated	19.2	38.7	22
Alton, IL			
North Rodgers Avenue			
CA-1 treated	17.8	28.2	23
CA-2 treated	17.8	24.2	23
AL-2 untreated	34.0	40.0	16
AL-3 untreated	31.6	40.2	16

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Report: 09-1105

November 11, 2009

Customer: Corrective Asphalt Materials – Jack Witte

Project: City of Kansas City, Missouri, RECLAMITE® treatment

Samples submitted: Core samples representing 4 locations (treated and untreated) identified as follows:

	Treatment Date	Sample Date
Holmes (89 th - Bannister)	9-24-09	
Untreated		9-18-09
Treated @ 0.06-0.065 gsy of 2:1 Dilute Reclamite		10-26-09
104 th (Holmes – I 435)	9-23-09	
Untreated		9-18-09
Treated @ 0.07-0.075 gsy of 2:1 Dilute Reclamite		10-26-09
Minor Dr. (State Line - Wornall)	9-22-09	
Untreated		9-18-09
Treated @ 0.075 gsy of 2:1 Dilute Reclamite		10-26-09
Holmes (I 435 – Red Bridge)	9-24-09	
Untreated		9-18-09
Treated @ 0.065 gsy of 2:1 Dilute Reclamite		10-26-09

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

Conclusion:

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements.

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I
Corrective Asphalt Materials

City of Kansas City, MO.
Top 3/8-inch of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec ⁻¹	0.001 sec ⁻¹	
Holmes (89th - Bannister)			
Untreated	14.60	19.80	26
Treated	7.16	8.00	36
104th (Holmes - I 435)			
Untreated	100.9	283.2	10
Treated	9.68	14.95	32
Minor Dr.(State Line - Wornall)			
Untreated	29.90	42.57	18
Treated	4.00	6.24	46
Holmes (I 435 - Red Bridge)			
Untreated	19.45	30.08	22
Treated	2.97	4.37	53

	Increase in Penetration, %
Holmes (89th - Bannister)	38.4
104th (Holmes - I 435)	220.0
Minor Dr.(State Line - Wornall)	155.6
Holmes (I 435 - Red Bridge)	140.9

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Report: 11-1123

December 10, 2011

Customer: Corrective Asphalt Materials, LLC – Jack Witte

Project: RECLAMITE® Preservative Seal – City of Bloomington, IL

Samples submitted: 12 pavement core samples identified as follows:

Graham Street #1 (Treated and Untreated)
Graham Street #2 (Treated and Untreated)
Prairie Street #1 (Treated and Untreated)
Prairie Street #2 (Treated and Untreated)
Park Street #1 (Treated and Untreated)
Park Street #2 (Treated and Untreated)

Application rate for treated pavement was not reported.

Untreated core samples were taken on 09-23-11.

Treated core samples 11-17-11.

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

Conclusion:

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements. Since no untreated core was submitted the percent change in viscosity and penetration were calculated using data from the previously submitted Paseo #2 (Untreated) core. This data was reported by APART Report #10-1206.



Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I

Corrective Asphalt Materials, LLC
City of Bloomington, Illinois
Top 3/8" of Core Sample

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec ⁻¹	0.001 sec ⁻¹	
Graham Street #1			
Untreated	37.80	45.43	17
Treated	9.17	9.97	32
Graham Street #2			
Untreated	37.36	49.90	17
Treated	12.79	13.35	28
Prairie Street #1			
Untreated	35.99	54.06	17
Treated	10.81	12.46	30
Prairie Street #2			
Untreated	33.35	41.14	17
Treated	12.97	15.55	28
Park Street #1			
Untreated	151.8	223.5	9
Treated	55.99	72.04	14
Park Street #2			
Untreated	154.8	233.9	9
Treated	55.10	71.55	14

Change in Asphalt Binder

	Viscosity, 25°C % Decrease	Penetration, 25°C % Increase
Graham Street #1	75.7	88.2
Graham Street #2	65.8	64.7
Prairie Street #1	70.0	76.5
Prairie Street #2	61.1	64.7
Park Street #1	61.6	55.6
Park Street #2	64.4	55.6

Asphalt Pavement And Recycling Technologies, Inc.

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Report: 12-1101

November 5, 2012

Customer: Corrective Asphalt Materials, LLC – Jack Witte

Project: RECLAMITE® Preservative Seal – City of Bloomington, IL

Samples submitted: 12 pavement core samples identified as follows:

Mt. Vernon Drive, Untreated
Mt. Vernon Drive, Untreated
Mt. Vernon Drive, Treated
Mt. Vernon Drive, Treated
Mason Street, Untreated
Mason Street, Untreated
Mason Street, Treated
Mason Street, Treated
Koch Street, Untreated
Koch Street, Untreated
Koch Street, Treated
Koch Street, Treated

Application rate for treated pavement was not reported.

Untreated core samples were taken on 07-19-12.

Treated core samples were taken on 10-26-12.

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

Conclusion:

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements.

Milind S. Patel

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I
CAM, LLC

City of Bloomington, Illinois
Top 3/8" of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec ⁻¹	0.001 sec ⁻¹	
Mt. Vernon Drive			
Untreated	49.06	51.21	14
Untreated	43.77	44.98	15
Treated	22.04	22.38	21
Treated	19.25	20.08	22
% Increase in Penetration	48		
% Decrease in Viscosity	125		
Mason Street			
Untreated	5.776	7.324	39
Untreated	6.237	6.837	38
Treated	2.582	2.056	57
Treated	2.562	1.821	57
% Increase in Penetration	48		
% Decrease in Viscosity	134		
Koch Street			
Untreated	34.22	31.41	17
Untreated	31.88	28.28	18
Treated	11.39	9.606	29
Treated	10.48	7.792	30
% Increase in Penetration	69		
% Decrease in Viscosity	202		



SAFETY DATA SHEET

1. Identification

Product identifier RECLAMITE

Other means of identification

Product Code 1902

Recommended use Asphalt Rejuvenator

Recommended restrictions Must be diluted with water following manufacturer's recommendations.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Manufacturer: Tricor Refining, LLC.

Address: P.O. Box 5877
Bakersfield, CA 93388

24-hour Telephone Number: (661) 393-7110

CHEMTREC: 1-800-424-9300 (North America)
1-703-527-3887 (International)

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Carcinogenicity Category 1B

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Not available.

Prevention Obtain special instructions before use. Wear protective gloves/protective clothing/eye protection/face protection. Do not handle until all safety precautions have been read and understood.

Response IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting. IF exposed or concerned: Get medical advice/attention.

Storage Store in accordance with international regulations. Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information Not applicable.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC		64742-52-5	<=40
EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT		64742-11-6	<=40
WATER		7732-18-5	<=40
PROPRIETARY INGREDIENTS		N/A	< 5

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Do not induce vomiting without advice from poison control center. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Dry chemicals. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire-fighting equipment/instructions	Cool containers exposed to heat with water spray and remove container, if no risk is involved.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Avoid prolonged or repeated contact with skin. Avoid prolonged exposure. Use only in well-ventilated areas.
Conditions for safe storage, including any incompatibilities	Keep away from heat and sources of ignition. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	PEL	5 mg/m3	Mist.
EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT (CAS 64742-11-6)	PEL	5 mg/m3	Mist.

US. NIOSH: Pocket Guide to Chemical Hazards
Components **Type**

Value **Form**

DISTILLATES
(PETROLEUM),
HYDROTREATED HEAVY
NAPHTHENIC (CAS
64742-52-5)

STEL

10 mg/m3

Mist.

EXTRACTS (PETROLEUM),
HEAVY NAPHTHENIC
DISTILLATE SOLVENT (CAS
64742-11-6)

TWA
STEL

5 mg/m3
10 mg/m3

Mist.
Mist.

TWA

5 mg/m3

Mist.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Provide adequate ventilation, including appropriate local extraction, to ensure that the defined occupational exposure limit is not exceeded.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear safety glasses with side shields (or goggles).

Hand protection

Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

Other

Wear appropriate chemical resistant clothing.

Respiratory protection

Not available.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Liquid.

Color

Not available.

Odor

Not available.

Odor threshold

Not available.

pH

Not available.

Melting point/freezing point

Not available.

Initial boiling point and boiling range

> 212 °F (> 100 °C) IBP

Flash point

> 413.6 °F (> 212.0 °C)

Evaporation rate

Not available.

Flammability (solid, gas)

Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)

Not available.

Flammability limit - upper (%)

Not available.

Explosive limit - lower (%)

Not available.

Explosive limit - upper (%)

Not available.

Vapor pressure

Not available.

Vapor density

Not available.

Relative density

1

Solubility(ies)

Solubility (water)

Readily Dispersible

Partition coefficient (n-octanol/water)

Not available.

Auto-ignition temperature

500 °F (260 °C) estimated

Decomposition temperature	Not available.
Viscosity	Not available.
Other information	

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Avoid temperatures exceeding the flash point. Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	Prolonged inhalation may be harmful.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics

Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not available.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity

Contains a substance/a group of substances which may cause cancer. Contains polycyclic aromatic compounds (PACs). Prolonged and/or repeated skin contact with certain PACs has been shown to cause skin cancer. Prolonged and/or repeated exposures by inhalation of certain PACs may also cause cancer of the lung and of other sites of the body.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not available.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

15. Regulatory information

US federal regulations All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - No
Delayed Hazard - Yes
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312

No

Hazardous chemical

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations

WARNING: This product contains a chemical known to the State of California to cause cancer.

US. Massachusetts RTK - Substance List

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)
EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT (CAS 64742-11-6)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT (CAS 64742-11-6)

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

WARNING: This product contains a chemical known to the State of California to cause cancer.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision**Issue date** 05-30-2014**Revision date** 03-27-2015**Version #** 04**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision Information

Product and Company Identification: Product and Company Identification

Composition / Information on Ingredients: Ingredients

Accidental release measures: Personal precautions, protective equipment and emergency procedure

Physical & Chemical Properties: Multiple Properties

Robert E. Boyer

Asphalt Rejuvenators “Fact, or Fable”

Robert E. Boyer, Ph.D., P.E.
Senior District Engineer
Asphalt Institute



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Prepared for Presentation at the
Transportation Systems 2000 (TS2K) Workshop
San Antonio, Texas
February 28 – March 3, 2000

Robert E. Boyer

ASPHALT REJUVENATORS – “Fact, or Fable”

By: Robert E. Boyer. Ph.D., P.E.

There are numerous methods being employed for asphalt pavement preservation, including rejuvenator emulsions, asphalt emulsion fog seals, a variety of surface treatments (including slurry and micro surfacing technologies), and emerging asphalt thin overlay technologies. These methods range in cost from approximately \$0.50 to \$2.50 per square yard. To make the most of maintenance budgets, many agencies have resorted to the use of asphalt rejuvenators as an alternative to revive aging and brittle asphalt pavements. With the proven performance of asphalt rejuvenators to revive an aging pavement, the pavement engineer has an economical method to extend pavement life. This type asphalt pavement treatment has the potential to extend the life of an asphalt pavement for several years beyond the point where rehabilitation, or major reconstruction would normally be required; thus significantly decreasing the pavements annual maintenance costs.

The objective of this discussion is to establish criteria necessary to ascertain the performance of a rejuvenator; i.e., the material parameters and a method of measuring its performance. Subsequently, the results of research programs and construction projects are reviewed. Lastly, recommendations are advanced concerning the use of rejuvenators.

CRITERIA FOR A REJUVENATOR

Asphalt binders cannot be represented by a single chemical formula. The American Society of Testing and Materials (ASTM) defines it as "a dark brown to black cementitious material in which the predominating constituents are bitumens which occur in nature or are obtained in petroleum processing."

Asphalt binders are, however, fractionated into two subdivisions, i.e., asphaltenes and maltenes as depicted in Figure 1. Asphaltenes (A) are defined as that fraction of the asphalt insoluble in n-pentane. The function of the asphaltenes is to serve as a bodying agent. Maltenes is the collective name for the remainder of the asphalt material left after precipitation of the asphaltenes. Four principle bodies of maltenes have been identified and each has a specific function. These four bodies are:

- Polar compounds or Nitrogen bases (N) - components of highly reactive resins, which act as a peptizer for the asphaltenes.
- First acidifins (A_1) - components of resinous hydrocarbons which function as a solvent for the peptized asphaltenes.
- Second acidifins (A_2) - components of slightly unsaturated hydrocarbons that also serve as a solvent for the peptized asphaltenes.

- Saturated hydrocarbons or paraffins (P) – components of hydrocarbons, which function as a jelling agent for the asphalt components.

The cementing agent in an asphalt pavement, the asphalt binder (normally 4-7% by weight) represents the component that experiences premature hardening as a result of oxidation. Asphalt pavements, which are structurally sound, deteriorate as a result of oxidation and occasionally as a result of incorrect design or improper construction practice. The first phenomena, that of oxidation, is prevalent in all asphalt pavements, and is the subject addressed in this discussion.

In tests conducted by Rostler and White (1), it was reported that the "A" and "P" asphalt components were the most stable; and the "N", "A₁", and "A₂" components were more subject to oxidation in descending order, respectively. Consequently, during oxidation the "N" components convert to "A" components rapidly while the conversion process for the "A₁" and "A₂" components proceed at a slower rate. This process results in an increase in the "A" fraction of asphalt with time, and decreases the "N", "A₁", and "A₂" components. It was also reported the "the maltenes parameter $(N+A_1)/(P+A_2)$, the ratio of chemically more active to less reactive components present in the asphalt binder, is a measure of predictable durability."

During the process of weathering or oxidation, the ratio of maltenes to asphaltenes is reduced with the result being a dry and brittle pavement. Therefore, if a rejuvenator is to successfully resurrect an aged facility, it must be able to penetrate the pavement and to a

limited depth improve or restore the maltenes to asphaltenes balance. A reasonable measure of the ability of a rejuvenator to improve a pavement's durability can be had:

- By comparing the penetration at 25°C (77°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the viscosity at 60°C (140°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the percentage loss of aggregate when untreated and treated samples are subjected to a pellet abrasion test.

The latter two methods were employed by Rostler and White (1) in laboratory tests performed on prototype asphalt rejuvenators. The use of asphalt viscosity and penetration values has been incorporated into the contract specifications for Federal and Public Works rejuvenation contracts.

In summary, the criteria for a rejuvenator must involve two phenomena:

- First, the product must contain maltenes fractions of asphalt in order to improve and balance the maltenes to asphaltenes ratio.
- Secondly, a test method must be employed to measure improved durability of a pavement; e.g., an asphalt penetration, viscosity, or abrasion loss test.

TEST PROGRAMS

Billions of square yards of asphalt pavements make up more than 93 percent of the U.S. pavement infrastructure, and there is a growing interest to employ rejuvenators as an economic pavement preservation technique. Documentation regarding asphalt pavement rejuvenator practice and performance is needed to support Agency Pavement Preservation Programs. Several research efforts have been conducted in an effort to document application of the asphalt rejuvenators. They include:

- A study sponsored by the Air Force Weapons Laboratory, dated May 1970, entitled "Rejuvenation of Asphalt Pavement" (1) which consisted of a laboratory investigation of five products. The method of investigation entailed preparation of sand/asphalt briquettes composed of graded Ottawa sand, Portland cement and asphalt of specified penetration values. Test briquettes were subjected to equal application rates of five rejuvenator products, aged until one-half of the volatile constituents of the rejuvenating agent was lost, and subsequently, subjected to various tests, including permeability, depth of penetration, viscosity, and pellet abrasion. The conclusion of this study revealed that Reclamite and Koppers Bituminous Pavement Rejuvenator (BPR) performed as asphalt rejuvenators in that the viscosity of the asphalt binder was improved and the loss of aggregate from the pellet abrasion test was substantially reduced by application of both products. This conclusion was based on comparisons with untreated control samples and the other products.

- Technical Report R690 (2), dated August 1970, sponsored by the Naval Facilities Engineering Command and conducted by the Naval Civil Engineering Laboratory at Port Hueneme, California, which consisted of a study of the claims of the proprietary product called Reclamite. The report approached the subject in a neutral manner and balanced the claims of the manufacturer against actual field use by several agencies, including several Federal users, the California State Division of Highways and several city and county governments. The conclusion was that the manufacturer's claims for the performance of Reclamite were essentially correct and no further investigations were required to determine the effectiveness of the product.
- Evaluation of Reclamite by the U.S. Navy as reported in their publication "Value Engineering," dated August 1973 (3). This report concerned the application of Reclamite on three roads at the Naval Weapons Center, China Lake, California. The project involved treating the three roads with Reclamite and retaining an untreated test section at each test site. At periodic intervals, judgements, photographs, and core samples for asphalt penetration measurements were taken to assess the effectiveness of the product. The test covered a period of almost two years. The conclusion of this evaluation revealed that field tests and laboratory reports "show conclusively that Reclamite does prolong the life of asphalt concrete pavements."
- A study, sponsored by the Air Force Civil Engineering Center and accomplished by the U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg,

Mississippi, February 1976 (4), involved treating adjacent pavement areas at three Air Force bases with four proprietary rejuvenator products and an asphalt emulsion seal. The tests were conducted at a base in the dry, hot southwestern part of the United States, a base in the humid, hot southeastern part of the country, and a third base located in the cold north-central part of the country. The study covered a period of four years and reached the conclusion that Koppers BPR, Reclamite, and Petroset do rejuvenate the old asphalt binder while Gilsabind and SS-1 Asphalt Emulsion have a hardening effect. Other conclusions were reported, including an indication that the viscosity of treated asphalt is a better indicator of the rejuvenating effect of the materials tested than was the penetration test. There have been no comprehensive independent tests comparing the performance of asphalt rejuvenators since this study was completed (6). Since 1995, at least two rejuvenator products have been introduced into the market; however, the FAA continues to rely on the data presented in the Air Force study.

CASE EXPERIENCE

Asphalt rejuvenators have been used extensively by Federal, State, County and Municipal Agencies over the past 15 years, and predicated on past performance results, it is noted that there are clear-cut opinions regarding success of a rejuvenator product. Once a rejuvenator product has been used, a pavement engineer's opinion appears to be that the project was either totally successful, or completely ineffective. It is hypothesized that these diverse

attitudes stem from proper and improper application of a product, rather than the performance of a product itself.

As rejuvenators increase in popularity, proprietary specifications are being given widespread use. Initially, this situation did not create any major problems, as the manufacture of rejuvenators was regional with competitive products separated by the distance across the United States. Typical examples of projects accomplished under method type specifications were US395, North of Carson City, Nevada, which was treated with Reclamite at a rate of .12 gallons per square yard in 1965, and an airfield pavement at Wright-Patterson AFB, Ohio, treated with Koppers BP at a rate of .15 gallons per square yard in 1972. As use of the products increased and competition intensified, proprietary specifications were challenged. Specifications were then written to permit competitive products. A specified rate was included in the contractual documents. This practice is common in current specifications. However, the rejuvenator products perform differently among themselves in a given environment, and differently within themselves in changing environments. Therefore, a given application rate, in most projects, does not insure a desired end product. In a project at Kincheloe AFB, Michigan, in the summer of 1974, a performance specification was used. The specification called for a 30 percent increase in the penetration of the asphalt in the top 1/4 inch of the pavement 60 days subsequent to application. Cores were required prior to treatment and 60 days subsequent to application. The contractor used Reclamite and achieved an average increase in the asphalt penetration of approximately 120 percent.

Robert E. Boyer

Further restrictions are suggested to govern application rates to avoid unacceptable anti-skid, softness and/or performance characteristics. These were:

"The contractor shall be responsible for conducting preliminary testing to determine the proper application rate for the rejuvenator so as to achieve the required end results specified above. This shall be accomplished without causing the pavement to become unstable to 90 degree turns of an automobile at 5 MPH, or exhibit more than a 25 percent loss in measured friction resistance values at 12 hour periods subsequent to application of the rejuvenator," and

"Should the required increase in penetration value not be achieved, additional applications of the rejuvenator and mineral aggregate shall be made at application rates not to exceed 50 percent of the initial application rate. Retreatment and retesting shall be at the expense of the contractor. The Contracting Officer shall hold the contractor's performance bond in full force and effect until final test data indicates the work was completed in accordance with the specifications."

A contract was awarded in June 1976. The rejuvenator product Reclamite was used and the contract was accomplished and successfully completed with the above specification requirements in November 1976. This was the first documented case of using a rejuvenator emulsion performance specification on an asphalt pavement. Satisfactory performance guidelines or targets should be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder. In the case of asphalt pavements less than 2 years old, the viscosity shall be reduced by a minimum of 20 percent and the penetration shall be increased by a minimum of 10 percent. For asphalt

pavements more than 2 years old, the viscosity shall be reduced by a minimum of 40 percent and the penetration value shall be increased by a minimum of 20 percent. Testing shall be performed on recovered asphalt binder from the pavement to a depth of three-eighths (3/8") inch. Standard ASTM Test methods to measure the viscosity @ 60°C (140°F) and penetration @ 25°C (77°F) on the recovered asphalt binder should be specified. Treated test cores will be extracted no sooner than 60 days following rejuvenation of pavement, or as approved by the Contracting Agency.

USING REJUVENATORS - GUIDE

All rejuvenators are applied in the same way--by spraying the chemical onto the pavement surface with an asphalt distributor. However, from this point the procedures vary because of the different products and because of the different end results desired. Discussion of the use of rejuvenators can be considered in three separate categories; new construction, maintenance, and re-construction.

Using a rejuvenator on new construction does not seem to be logical at first glance. However, it has been established that the greatest change in composition of an asphalt binder takes place during the manufacture of the hot mix asphalt (HMA). Applying a rejuvenator to a new surface a few weeks after it has been laid does several things to the pavement. Besides restoring the original asphalt properties that were lost in the HMA manufacture, the chemical assists in sealing the pavement as well as in improving the durability of the surface course.

Maintenance can be subdivided into preventive and corrective maintenance. Preventive maintenance should be applied to pavements at the first signs of aging of the surface course, pitting, raveling, shrinkage, and cracking. Some pavement experts maintain that preventive maintenance should begin before any of these described signs occur. However, to do this, there must be a certain amount of clairvoyance involved in determining the right time before these conditions show up. Starting a maintenance program too early can become a costly item. Nonetheless, applying the rejuvenator at periodic intervals can restore the asphaltene-maltene balance so essential to maintain a ductile, pliable pavement. This type of preventive maintenance is particularly applicable to pavements in the hot, dry southwestern section of the country.

Corrective maintenance involves reworking and salvaging existing road mixes. Using a rejuvenator in this type of maintenance can facilitate scarifying and mixing. It will aid in replasticing old asphalt and improve its durability. This form of maintenance should be considered when the road mix surface appears weathered and crusted and cannot be restored by applying only a rejuvenator.

The third category of rejuvenator use is that of re-construction. This involves more than applying a rejuvenator emulsion onto the surface and rolling the treated pavement. Work in the category is undertaken when the pavement has outlived its life; when preventive maintenance has failed to stop the pavement deterioration; or when a HMA overlay is to be placed over the existing pavement. The overlayment may be due to a need for increased

structural strength, or it may be necessitated by failure of the old surface to respond to normal maintenance.

If the existing pavement possesses good structural qualities and the overlay is being placed to increase its strength, a rejuvenator can be applied to the old surface several days before the overlay is constructed. This application will cause the existing surface to soften, regain some of its original ductility, and will promote a good bond between the old and new surfaces.

Where the existing surface has progressed to a condition where cracking, pitting, and raveling has occurred, and it is feared that these structural deformations will reflect through the new pavement, different procedures are being advanced. Cracks as much as two inches deep in the airfield pavements at the civilian airport at Augusta, Georgia were repaired by a treatment with Koppers BPR and a lengthy follow-on program of constant rolling (5). Reclamite, on the other hand, has had excellent success with heater planing and heater mixing of old pavements. One of the most successful projects of this nature was completed at the El Paso International Airport. The heater-planer process involves heating the surface of the existing pavement with a traveling infrared heat source. Once the old asphalt is heated, it becomes very pliable for a short period of time. During this time of pliability, a sharp blade following the application of heat peels off the oxidized or deteriorated asphalt to the desired depth. The applicator truck follows immediately behind the heater-planer. Once the old asphalt is removed, the process is similar to that described previously, i.e., the rejuvenator helps to rejuvenate the old surface and promotes a good bond between the old

and new pavements. The heater-scarified method is very much like the heater-planer method. The difference is that instead of planing off the old surface, the pavement is scarified to the desired depth, usually less than an inch, then treated with the rejuvenator. The new asphalt, if an overlay is to follow, is laid directly over the treated and scarified material. The thickness of the overlay lift may be as small as three-fourths to one inch.

An advantage of the heater-planer or heater-scarified method is readily evident when one considers grades and drainage when several overlays are applied to city streets. By continuing to use the existing material, restoring and balancing the asphaltene-maltene ratio through rejuvenators, expensive hot mix is no longer needed and design drainage elevations between curbs can be maintained for longer periods.

RECOMMENDATIONS

- Rejuvenators should be applied before raveling and other serious deterioration begins. A final conclusion reached is that problems may be experienced with improper rates
- The Using Agency should adopt a performance type specification.
- Develop a periodic maintenance program using rejuvenators in three to five year cycles will extend the life of existing pavements.
- The secret to proper rejuvenation application procedures is CAUTION. It is better to apply two or more low-rate applications of the emulsion to achieve the proper rate of application than to make only one pass and have it be too heavy. The

project engineer must be wary of areas that might contain free oil, grease, petroleum, or asphalt when applying the chemical. The engineer must also take care not to apply the rejuvenator to a densely graded pavement or to a surface that has been treated in a manner that will prevent penetration by the rejuvenator.

CONCLUSIONS

An asphalt rejuvenator emulsion offers three beneficial reactions:

- Increases penetration values and lowers the viscosity of the asphalt binder in the top portion of the pavement, which extends the pavement's life cycle.
- Seals the pavement against intrusion of air and water, thereby slowing oxidation, preventing stripping and raveling and protects the pavement in-depth.
- Increases the durability of the asphalt binder in the top portion of the pavement by improving the balance of chemical fractions of the asphalt binder.

As in most engineering projects, the project specifications are as important as the project design. The specifications should require a given measure of results rather than payment for quantity of emulsion. The reason for using a rejuvenator is to improve or restore the viscous properties of the asphalt; therefore, requiring the rejuvenator to achieve a given measure of standard penetration or measure of viscosity will insure a more satisfactory result than simply specifying a given rate of application.

Robert E. Boyer

REFERENCES

1. Rostler, F.S., and White, R.M., Rejuvenation of Asphalt Pavements, Materials Research and Development, Inc., Oakland, California, under Air Force Systems Command Contract F29601-69-C-0129 - May 1970.
2. Technical Report R690, Reclamite as a life Extender for Asphalt concrete pavements, Navy Facilities Engineering Command, Port Hueneme, California - August 1970.
3. Value Engineering, Report on Reclamite Usage, Naval Weapons Center, China Lake, California, Navy Facilities Engineering Command - Western Division, San Bruno, California 94066 - August 1973.
4. AFCEC-TR-76-3, Evaluation of rejuvenators for Bituminous Pavements, Air Force Civil Engineering Center, Tyndall Air Force Base, Florida 32401 - February 1976.
5. McGovern, E. W., Resume of Five Field Applications of Bituminous Pavement Rejuvenator, Unpublished Report, Koppers Company, Inc., Verona, Pennsylvania - July 10, 1963.
6. GAO/DRED-97-50R, Airfield Pavements : Use of Sealer/Rejuvenators to Extend Life of Airfields, United States General Accounting Office, Washington D.C. 20548 – February 27, 1997.



Figure 1. Asphalt Binder Fractions, Asphaltenes and Maltenes.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
CORRECTIVE ASPHALT MATERIALS (CAM) LLC
Of SUGAR GROVE, IL FOR
2018 PAVEMENT PREVENTATIVE MAINTENANCE PROGRAM
IN THE AMOUNT OF \$35,751.42**

WHEREAS the Village of Bensenville, in an effort to preserve its infrastructure, and maintain beautiful roadways for all those who pass through our Village performs preventative maintenance to achieve these goals, and

WHEREAS Corrective Asphalt Materials (CAM) LLC is the sole source provider of Reclamite for the Midwest Region, and

WHEREAS Corrective Asphalt Materials (CAM), LLC has provided a quotation for supplying and applying the material; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes to execute a contract with CAM LLC of Sugar Grove, IL for the 2018 Pavement Preventative Maintenance Program in the amount of \$35,751.42

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the Not-to-Exceed Amount of \$17,500

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>

<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

Committee of the Whole

DATE:

May 15, 2018

BACKGROUND:

Each year the Village is required to acquire NPDES Permits from the Illinois Environmental Protection Agency (IEPA). NPDES stands for National Pollutant Discharge Elimination System. An NPDES permit will generally specify an acceptable level of a pollutant or pollutant parameter in a discharge (for example, a certain level of bacteria). These permits are necessary for agencies that operate either storm sewer or sanitary sewer collection and/or treatment systems. The Village holds a number of these permits for our individual systems.

KEY ISSUES:

The Wastewater Treatment Plant NPDES Permit totals \$17,500. We have modified our Waste Water Treatment plant to the point where we no longer require the Storm Water Permit, saving the Village \$1,000 per year.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends authorization of a Resolution authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the not-to-exceed amount of \$17,500.

BUDGET IMPACT:

\$17,500 is budgeted for 2018 in account no. 51050570-52110

Invoice for 2018 shall come in at a later date. Two previous years have been attached for reference.

ACTION REQUIRED:

Approval of a Resolution authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the not-to-exceed amount of \$17,500.

ATTACHMENTS:**Description**

INVOICE -NPDES Permit Payment Authorization 2016

Upload Date

5/8/2018

Type

Backup Material

INVOICE -NPDES Permit Payment Authorization 2017
RES -NPDES Permit Payment Authorization 2018

5/8/2018
5/8/2018

Backup Material
Resolution Letter



Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

Account
Invoice - First Notice

Account Information

Account Number	IL0021849 (A)
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2016 to June 30, 2017
Billing Date	Fri June 24, 2016
Due Date	Mon August 8, 2016

VILLAGE OF BENSENVILLE-SOUTH PLT 1
Accounts Payable
12 SOUTH CENTER
BENSENVILLE, IL 60106

Annual NPDES Bill

FY-2017 Billing (Domestic Sewage (≥ 1.0 & < 5.0 MGD))	\$15,000.00
FY-2017 Billing (Sludge Generator)	\$2,500.00
Amount Due	\$17,500.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>.

- See Reverse Side for Additional Important Information -

RECEIVED JUN 27 2016

Cut Here



Payment
Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794

Account Information

Acct. Number	IL0021849 (A)
Acct. Name	VILLAGE OF BENSENVILLE-SO
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2016 to June 30, 2017
Billing Date	Fri June 24, 2016

Amount Due

Mon August 8, 2016 **\$17,500.00**

Amount Enclosed

Business Email Address:

Please provide if blank



IL0021849



NPDES 1B



Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

Account
Invoice - First Notice

Account Information

VILLAGE OF BENSENVILLE
Accounts Payable
12 S CENTER ST
BENSENVILLE, IL 60106

Account Number	ILR400292 (A)
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2016 to June 30, 2017
Billing Date	Fri June 24, 2016
Due Date	Mon August 8, 2016

Annual NPDES Bill

FY-2017 Billing (Stormwater (MS4))	\$1,000.00
Amount Due	\$1,000.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>.

- See Reverse Side for Additional Important Information -

RECEIVED JUN 27 2016

Payment
Remittance Stub

Account Information

Acct. Number	ILR400292 (A)
Acct. Name	VILLAGE OF BENSENVILLE
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2016 to June 30, 2017
Billing Date	Fri June 24, 2016

Return bottom portion with a check made payable to Illinois EPA

Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794

Cut Here



Amount Due

Mon August 8, 2016 \$1,000.00

Amount Enclosed

Business Email Address:

Please provide if blank





Illinois Environmental Protection Agency
Division of Water Pollution Control

1021 North Grand Avenue East
Springfield, IL 62794-9276

Account

Invoice - First Notice

Account Information

VILLAGE OF BENSENVILLE
Accounts Payable
717 E JEFFERSON ST
BENSENVILLE, IL 60106

Account Number	ILR006343 (A)
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2016 to June 30, 2017
Billing Date	Fri June 24, 2016
Due Date	Mon August 8, 2016

Annual NPDES Bill

FY-2017 Billing (Stormwater (Industrial))	\$500.00
Amount Due	\$500.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>.

- See Reverse Side for Additional Important Information -

Payment

Remittance Stub

Account Information

Acct. Number	ILR006343 (A)
Acct. Name	VILLAGE OF BENSENVILLE
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2016 to June 30, 2017
Billing Date	Fri June 24, 2016

Return bottom portion with a check made payable to Illinois EPA

Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794

Cut Here



Amount Due

Mon August 8, 2016	\$500.00
---------------------------	-----------------

Amount Enclosed

Business Email Address:

Please provide if blank



ILR006343



NPDES1B



Illinois Environmental Protection Agency
Division of Water Pollution Control

1021 North Grand Avenue East
Springfield, IL 62794-9276

Account
Invoice - First Notice

Account Information

Account Number	IL0021849 (A)
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2017 to June 30, 2018
Billing Date	Tue June 20, 2017
Due Date	Fri August 4, 2017

VILLAGE OF BENSENVILLE-SOUTH PLT 1
Accounts Payable
12 SOUTH CENTER
BENSENVILLE, IL 60106

Annual NPDES Bill

FY-2018 Billing (Sludge Generator)	\$2,500.00
FY-2018 Billing (Domestic Sewage (>=1.0 & <5.0 MGD))	\$15,000.00
Amount Due	\$17,500.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>.

- See Reverse Side for Additional Important Information -

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Payment

Remittance Stub

Account Information

Acct. Number	IL0021849 (A)
Acct. Name	VILLAGE OF BENSENVILLE-SO
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2017 to June 30, 2018
Billing Date	Tue June 20, 2017

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794

Amount Due

Fri August 4, 2017 \$17,500.00

Amount Enclosed

Business Email Address:

Please provide if blank





Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

Other Information/Messages

Permit Termination. If you no longer need your permit because the activity under the permit has been discontinued, you must send the Agency a written request for permit termination at the address above. The fee is due and payable if the termination request is not received by the Agency on or before the due date indicated on the reverse side. All fees and interest amounts due from prior years are due and payable even if the permit is terminated.

Reconsideration. You may request reconsideration of the current charges within 45 days after the billing date of this notice. Failure to request reconsideration within 45 days shall constitute waiver of all rights to seek reconsideration of the amount due and will result in waiver of your right to appeal pursuant to 35 Ill. Adm. Code 325.530. All requests for reconsideration must be in writing and must include all pertinent facts and arguments in support of the request. You must pay at least the amount of the fee you believe you owe at the time of the request for reconsideration. Any unpaid remainder will be subject to interest and penalties if the request for reconsideration is denied. Requests for reconsideration must be sent to the Agency at the address above c/o "Billing Coordinator". See 35 Ill. Adm. Code 325.510.

Interest Penalty. Late payments shall incur an interest penalty calculated at the rate in effect from time to time for tax delinquencies under Section 1003(a) of the Illinois Income Tax Act [35 ILCS 5/1003], from the date the fee is due until the date the fee payment is received by the Agency.

Itemized Billing. If you hold multiple NPDES Permits and would like to receive 1 (one) itemized billing notice rather than receiving multiple notices please check the box below and provide a preferred billing address in the space provided.

☐

Please send me 1 (one) itemized NPDES billing notice for multiple permits I hold. By checking this box I agree to receive an itemized notice and to provide an accurate preferred billing address. I also understand that I must inform the Illinois EPA of any changes to this address. If I fail in this responsibility I am subject to late interest penalties for all NPDES permits I hold.

Preferred Billing Address:



Illinois Environmental Protection Agency
Division of Water Pollution Control

1021 North Grand Avenue East
Springfield, IL 62794-9276

Account
Invoice - First Notice

Account Information

VILLAGE OF BENSENVILLE
Accounts Payable
12 S CENTER ST
BENSENVILLE, IL 60106

Account Number	ILR400292 (A)
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2017 to June 30, 2018
Billing Date	Tue June 20, 2017
Due Date	Fri August 4, 2017

Annual NPDES Bill

FY-2018 Billing (Stormwater (MS4))	\$1,000.00
Amount Due	\$1,000.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>.

- See Reverse Side for Additional Important Information -

Cut Here



Payment

Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794

Account Information

Acct. Number	ILR400292 (A)
Acct. Name	VILLAGE OF BENSENVILLE
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2017 to June 30, 2018
Billing Date	Tue June 20, 2017

Amount Due

Fri August 4, 2017	\$1,000.00
--------------------	------------

Amount Enclosed

Business Email Address:



ILR400292



NPDES1B

Please provide if blank



**Illinois Environmental Protection Agency
Division of Water Pollution Control**

*1021 North Grand Avenue East
Springfield, IL 62794-9276*

Other Information/Messages

Permit Termination. If you no longer need your permit because the activity under the permit has been discontinued, you must send the Agency a written request for permit termination at the address above. The fee is due and payable if the termination request is not received by the Agency on or before the due date indicated on the reverse side. All fees and interest amounts due from prior years are due and payable even if the permit is terminated.

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☐

Please send me 1 (one) itemized NPDES billing notice for multiple permits I hold. By checking this box I agree to receive an itemized notice and to provide an accurate preferred billing address. I also understand that I must inform the Illinois EPA of any changes to this address. If I fail in this responsibility I am subject to late interest penalties for all NPDES permits I hold.

Preferred Billing Address:

RESOLUTION NO.

**AUTHORIZING THE PURCHASE ORDER TO
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE
ANNUAL WASTEWATER TREATMENT PLANT NPDES OPERATING
PERMIT IN THE NOT-TO-EXCEED AMOUNT OF \$17,500**

WHEREAS the Village of Bensenville, owns and operates a wastewater treatment facility, and

WHEREAS the Illinois Environmental Protection Agency requires agencies that operate storm water collection systems, sanitary sewer collection systems, and wastewater treatment plants to obtain a National Pollutant Discharge Elimination System (NPDES) permit, and

WHEREAS the cost of the permit for the Village of Bensenville Wastewater Treatment Facility is \$17,500

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the Purchase Order to the IEPA for our annual NPDES permits in the not to exceed amount of \$17,500.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 22, 2018.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**05/15/18**DESCRIPTION:**

Consideration of a Resolution Authorizing a Contract with American Mobil Staging for Libertyfest in the Not-to-Exceed Amount of \$13,800.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

COW

DATE:**BACKGROUND:**

Formal bidding was held for firms to provide a staging for Libertyfest on July 4th, 2018. The bid results indicated that the lone bidder was American Mobile Staging. American Mobile Staging has provided the same equipment for several years and has not increased their cost of doing so since 2014.

KEY ISSUES:

A stage is needed for Libertyfest 2018. American Mobil Staging has provided staging for several years and was the lowest bidder.

ALTERNATIVES:

At the discretion of the Committee of the Whole.

RECOMMENDATION:

Staff is recommending approval of a Resolution authorizing a contract with American Mobil Staging in the not-to-exceed amount of \$13,800.

BUDGET IMPACT:

A budgeted amount of \$13,800.00 under Libertyfest 2018.

ACTION REQUIRED:

Approval of Resolution authorizing a contract with American Mobil Staging for Libertyfest in the not-to-exceed amount of \$13,800.

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

Contract

5/10/2018

Cover Memo

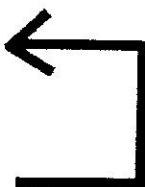
Resolution

5/10/2018

Cover Memo

American Mobile Staging Inc.

**1841 Mitchell Blvd.
Schaumburg, IL. 60193**



ATTENTION NEW ADDRESS



American Mobile Staging, Inc.
Phone 847-584-0350 Fax 847-584-0352

Village of Bensenville
Attn.
12 South Center
Bensenville, IL 60106

Dear ,

Thank you for choosing American Mobile Staging, Inc. for your event production company.
The following is an outline to process your contract.

1. This contract is sent unsigned by AMS.
2. Customer must sign at all X's and return all pages of this contract with a 50% nonrefundable deposit.
3. **Your date is not confirmed until deposit and signed contract are received by AMS.**
4. Any deposit checks returned NSF will void contract.
5. We cannot hold dates without contract and deposit . Any contract and deposit not returned in 20 days is void.
6. Please include directions to your event to ensure on-time delivery.
7. Please make check payable to: American Mobile Staging, Inc.
8. Mail to: American Mobile Staging, Inc.
1841 Mitchell Blvd.
Schaumburg, IL. 60193

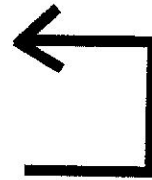
Thank you again for choosing American Mobile Staging, Inc.

Sincerely,
Nicholas R. Serino
President American Mobile Staging, Inc.

American Mobile Staging Inc.

1841 Mitchell Blvd. Schaumburg, IL. 60193

Ph. 847-584-0350 Fax. 847-584-0352



ATTENTION NEW ADDRESS

CONTRACT AGREEMENT

1. This contract is entered into this date **2/8/2018**.
2. Between American Mobile Staging, Inc. ("AMS") and **Village of Bensenville** ("customer").
3. To provide services, personnel and/or equipment for **Bensenville 4th of July 2018**.
4. The services shall be provided by American Mobile Staging, Inc. to customer from: **7/4/2018** to **7/4/2018**.
5. All personnel and equipment shall be returned to AMS by **7/5/2018**.
6. Customer agrees to pay to AMS a total fee of: **\$13800.00**
7. A non-refundable deposit shall be paid with the execution of this contract in the amount of: **\$6900.00**
8. With the balance **due prior to set up: 7/4/2018** In the amount of: **\$6900.00**
9. Unless otherwise defined transportation costs are included in this contract.
10. Unless otherwise defined in this contract, setup and dismantle labor shall be provided by AMS but limited to the time restrictions on line 11.
11. Labor is limited to **4 hour(s)** for setup and **4 hour(s)** for dismantle labor is included in this contract. Any overages will be invoiced and payable Net 30 days of line 5 above.
12. **No services and, or equipment shall be considered reserved until this contract is signed by customer and received by AMS with the deposit amount (from line 7).**

Customer:

Village of Bensenville

Attn.

12 South Center

Bensenville

IL 60106

Phone: 630-670-3395

Fax:

Services to be Provided And Amendments to this agreement shall be set forth on **Schedule A**.
Additional Terms, Conditions and Change Orders shall be set forth on **Schedule B** and are in addition to the contract price above.

Staging Rider shall be set forth on Schedule C. Customer shall pay all additional costs and expenses reflected therein.

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

Nicholas R. Serino, President
American Mobile Staging, Inc.

Customer, on behalf of:



Signature
Required.

Schedule A Services to be Provided And Amendments

Year: 2018 Invoice # 8833
 Date Out: 7/4/2018
 Date In: 7/4/2018
 Show: Bensenville 4th of July 2018

Stages come with:	Stage	1	2	3	4
Banner Bars.....	Yes				
Sound Wings.....	Yes				
House Mix Site....					
Drum Riser.....					
Back Drop.....	Yes				
Monitor Mix Site..	Yes				
Skirting.....	Yes	Yes			
Extra Stair Units..					

SERVICES PROVIDED

1. 48 Inst Lighting System
- 2.
- 3.
- 4.
5. 1 SL-250 B Stageline New Generation
6. 1 16'X10'X3' Mix/Stage
7. (This 16x10 Stage is for Parade route only)
- 8.
9. 4 Block Sound System with monitor rig
10. (3) Delays arrive on July 4th only
11. (2) Wireless delays arrive on July 4th only
12. 20 Feet of cable ramp.
13. One mobile home dressing room
14. (1) 60 KW for vendors
15. (1) 80 KW generators

Discount:

Sub Total \$13,800.00

Total Equipment: \$13,800.00

Amendments:

16. Client to supply (3) 4 x 8 risers for delay stacks.
17. Client must supply tent for mixing board and decking to level the ground.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.

Amendment Total:

Expenses:

Total Expenses:

LABOR

DATE	Crew	RATE	OT	OT TOTAL	TOTAL
------	------	------	----	----------	-------

Total Labor:

Total Labor:

Total Expenses:

Trucking:

Total Equipment: \$13,800.00

Amendments:

On Site Additions:

Total: \$13,800.00

Payments:

Balance Due: \$13,800.00

Customer, _____

On behalf of: _____



Signature
Required.

Schedule B

Additional Terms, Conditions and Change Orders

Change to contract	Fee	Approved By:
1. _____	_____	<input type="text"/>
2. _____	_____	<input type="text"/>
3. _____	_____	<input type="text"/>
4. _____	_____	<input type="text"/>
5. _____	_____	<input type="text"/>
6. _____	_____	<input type="text"/>
7. _____	_____	<input type="text"/>
8. _____	_____	<input type="text"/>
9. _____	_____	<input type="text"/>
10. _____	_____	<input type="text"/>

GENERAL TERMS AND CONDITIONS

Equipment: AMS warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, AMS shall repair or replace said equipment as quickly as possible so as to minimize any delay or inconvenience to Customer. AMS makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold AMS harmless from any and all loss, damage and expenses caused by or arising out of the use of said equipment. As with transportation if transported by customer, Customer shall return all equipment to AMS in the same condition as delivered to Customer, except for normal wear and tear in similar service.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the AMS agent or employees. Customer shall provide sufficient, Casualty and Public Liability Insurance coverage for any loss, damage, injury or expense caused to the AMS equipment or personnel for which the Customer is responsible under the terms of this Agreement.

AMS Personnel: Unless otherwise specifically required by terms of this Agreement, AMS shall not be required to provide personnel who are members of any union or guild. AMS personnel shall not be required to perform any services not contemplated under this agreement. AMS personnel shall not be required to be certified by any organization unless mandated by any branch of government of the United States of America.

Indemnity: Each Party agrees to indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omission of the Indemnifying Party, including the Indemnifying Party's officers, officials, agents, employees and invitees.

Credits: If any portions of the services produced by the AMS during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to AMS for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to AMS by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow AMS personnel sufficient time and ability to perform its obligations under this Agreement. Customer shall also be responsible for providing adequate security for the safety of the AMS equipment and personnel. In addition, Customer shall be responsible for providing for any and all ancillary and necessary Services and conditions not specifically required of AMS under this Agreement, in order to allow AMS to perform its obligations under this Agreement. Any additional costs and expenses incurred by AMS to fulfill Customer's duties under this Agreement shall be paid by Customer.

Unsafe Conditions: In the event that AMS or their designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to AMS personnel and/or equipment, the performer(s) or any other person(s) or property, AMS or their designated representative shall have the right to delay or refuse to render any further Services under this Agreement without liability or breach of this Agreement, unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold AMS and his personnel harmless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: AMS shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation, weather, acts of God, acts of restraints of any government agency or any similar such events which are beyond the reasonable control of AMS.

Time is of the Essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

Modifications and Changes: Any modifications, changes or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of **Schedule B** to this Agreement and signed by Customer prior to the rendering of any Services by AMS.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or AMS, and agreed upon in writing or verbally by both sides, all terms and conditions, schedules and orders shall readjust and be in full force to include those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed an original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any suit to be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

Finance Charge: Customer agrees to pay a finance charge of 1.5% interest per month for any invoice not paid net 30 days of line 5.

Payments: No equipment or service shall be considered reserved until 50% deposit and this signed contract has been received by AMS. Balance is due upon delivery of stage. Any additional charges shall be due Net 30 of line 5 of contract agreement.

Customer,

on behalf of:



Signature
Required.

Schedule C

Staging Contract Rider

The following terms and conditions will act as part of the AMS Contract.

1. The customer shall secure any and all permits and/or fees for the placement and use of products of attached contract.
2. The placement of all stages will be on solid and level ground.
3. It is the customer's responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of AMS products. Any questionable soft surface, should marked and protected by customer prior to delivery to help stay within the time limits of this contract. Any damage unless caused by the direct negligence of AMS to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of the customer.
4. The customer understands and agrees to pay for any damages to AMS equipment other than that of normal wear and tear or caused by AMS.
5. The customer understands they have the option to have onsite labor at a cost of \$300.00 per day for the first 8 hours of each day and \$ 45.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost the customer and will be invoiced in addition to this contract price. By declining onsite labor the responsibilities and liability of the stage becomes that of the customer and undersigner.

I accept onsite labor. _____ I decline onsite labor _____

 Signature
Required.

6. The customer understands and agrees not to cover, hide or remove the AMS logo or phone number on any rented stage.
7. The customer agrees to send AMS directions to the event as well as setup and take down times 7 days prior to the event to assure an on time delivery.
8. The customer is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect the equipment and staff of AMS.
9. The customer understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.
10. The customer agrees not to exceed the stage roofs uniform distributed load weight limits as follows:
Unless a rigging plot is provided and approved by AMS 14 days prior to delivery date.

- | | |
|---|--|
| 1. 16'x16'x3' American Mobile Stage | (250 pounds on a Uniform Distributed Load basis.) |
| 2. 16'x16'x3' American Mobile Mix/Stage | (350 pounds on a Uniform Distributed Load basis.) |
| 3. 24'x16'x4' Superstage | (500 pounds on a Uniform Distributed Load basis.) |
| 4. 28'x14'x3' Century Stage | (250 pounds on a Uniform Distributed Load basis.) |
| 5. 32'x14'x3' Wenger Stage | (250 pounds on a Uniform Distributed Load basis.) |
| 6. SL100 24'x20'x5' Stageline Stage | (750 pounds on a Uniform Distributed Load basis.) |
| 7. 32'x20'x4' Superstage Stage | (1000 pounds on a Uniform Distributed Load basis.) |
| 8. 32'x24'x4' Superstage Stage | (1000 pounds on a Uniform Distributed Load basis.) |
| 9. SL-250 Stageline New Generation | (2000 pounds on a Uniform Distributed Load basis.) |
| 10. 40'x24' Century Front Row Stage | (2000 pounds on a Uniform Distributed Load basis.) |
| 11. 40'x28' Century Front Row Stage | (2000 pounds on a Uniform Distributed Load basis.) |
| 12. 44'x30' Superstage | (2000 pounds on a Uniform Distributed Load basis.) |

11. The customer understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded employees of AMS, including, but not limited to workers' compensation benefits health Insurance or payment for services provided. Customer further understands and agrees that it is their solely responsible for complying with all state and local laws as it applies to providing labor to a third party. At no time is anyone working or performing on the stage considered an employee AMS unless they are compensated directly by AMS.
12. AMS shall be allowed additional compensation in the event the customer fails in their obligations set forth at length under the amendments section of this contract. as it pertains to costs incurred by AMS to complete their obligations under this contract.
13. Any banners, backdrops, advertisements or decorations etc. of any kind that are provided by the customer whether attached to the stage by the Customer or AMS shall be the sole responsibility and liability of the customer as it pertains to loss, damage and injury of any kind. All supplies to hang, adhere or attach banners, backdrops, advertisements or decorations etc. shall be provided by the customer. Any help given for such services provided by AMS is merely a courtesy and not part or required by this contract.
14. It is understood by all parties involved that AMS onsite call time is based on a 4 hour set up and a 4 hour take down time limit. If AMS exceed time limits do to changes implemented on the site and or are delayed by customer's other sub contractors or other reasons beyond our control. Customer agrees to pay \$30.00 per hour per person that was delayed past 4 hour(s). The cost of the time will be included on the invoice as additional labor charges. No additional charges will be occurred if the delay is caused by weather or AMS.

Customer, _____

on behalf of: _____



Signature
Required.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
AND PURCHASE ORDER WITH AMERICAN MOBIL STAGING FOR
LIBERTYFEST IN THE NOT-TO-EXCEED AMOUNT OF \$13,800.00**

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 *et 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, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to engage various outside services required by the VILLAGE; and

WHEREAS, the Village of Bensenville has requested American Mobil Staging to provide staging to the Village of Bensenville for Wednesday, July 4, 2018 the Village of Bensenville’s Libertyfest;

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 as if fully set forth.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, as the agreement for the Services, the agreement attached hereto and incorporated herein by reference as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require.

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 22th day of May 2018.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**May 15, 2018**DESCRIPTION:**

Consideration of a Resolution Approving the Extension of a Licensing Agreement for Food and Beverage Service Operations Between Bella Vista Banquets and Catering and the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

*Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

COW

DATE:

May 15, 2018

BACKGROUND:

Bella Vista Banquets has been conducting food and beverage operations within the Recreation Department pursuant to Resolution No. R-100-2014 which approved the execution of a two year licensing agreement with the Village.

KEY ISSUES:

The Village has benefited from a partnership outlined in this licensing agreement with Bella Vista Banquets since 2014. However, the licensing agreement expired on December 31, 2017.

Listed below is a 14 year history of the financial performance of the food and beverage operations at the Edge:

<u>Fiscal Year</u>	<u>Net Profit/(Loss)</u>
2017	79,068
2016	97,354
2015	112,645
2014	92,416
2013	(1,252)
2012	(38,499)
2011	(98,907)
2009-10	(263,237)
2008-09	(67,222)
2007-08	(18,648)
2006-07	10,465
2005-06	(5,567)
2004-05	(93,484)
2003-04	(124,874)

ALTERNATIVES:

- The agreement contains a provision for a written mutually agreed upon two year term extension to expire on December 31, 2019. Staff has consulted with Ray Samlow of Bella Vista Banquets and Ray is in favor of executing this license provision.
- Solicit other food and beverage operations for proposals.

- Return to in-house food and beverage management.
- Discretion of the Committee of the whole.

RECOMMENDATION:

Staff recommends approving this Resolution approving the extension of a Licensing Agreement for Food and Beverage Service Operations between Bella Vista Banquets and Catering and the Village of Bensenville.

BUDGET IMPACT:

Revenues associated with this agreement have been included in the 2018 annual budget.

ACTION REQUIRED:

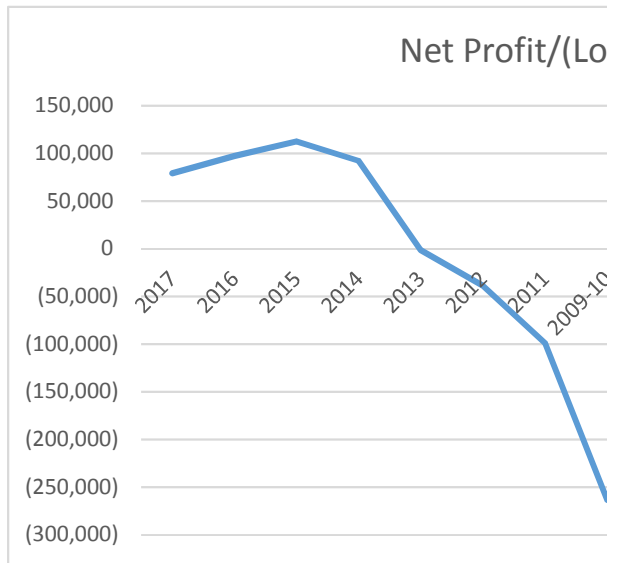
Approval of the Resolution approving the extension of a Licensing Agreement for Food and Beverage Service Operations By and between Bella Vista Banquets and Catering and the Village of Bensenville.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Financial Performance - 14 year history	5/9/2018	Resolution Letter
Resolution	5/9/2018	Resolution Letter

Concession and Bar Analysis - Edge Ice Arenas

<u>Fiscal Year</u>	<u>Net Profit/(Loss)</u>
2017	79,068
2016	97,354
2015	112,645
2014	92,416
2013	(1,252)
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2004-05	(93,484)
2003-04	(124,874)



ISS)

2008-09
2007-08
2006-07
2005-06
2004-05
2003-04



RESOLUTION NO. _____

**A RESOLUTION APPROVING THE EXTENSION OF A LICENSING
AGREEMENT FOR FOOD SERVICE OPERATIONS BY AND BETWEEN BELLA
VISTA BANQUETS AND CATERING AND THE VILLAGE OF BENSENVILLE,
DUPAGE AND COOK COUNTIES, ILLINOIS**

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 Village owns and operates certain sports and recreational facilities (the “*Village Owned Facilities*”); and

WHEREAS, the Village decided that the ordering, purchasing and inventorying of supplies and equipment; the training, scheduling and supervision of employees; and the overall operation, maintenance and preparation of food and beverage items (the “*Concession Services*”) is not economical for Village staff and management to undertake and that such task are best performed by an outside licensee; and

WHEREAS, the Village and Golden Nest Restaurant, Incorporated d.b.a. Bella Vista Banquets and Catering I and II (the “*Bella Vista*”) entered into a Concession Licensing Agreement (the “*Agreement*”) on October 28, 2014; and

WHEREAS, the term of the Agreement commenced on January 1, 2015 and continued through December 31, 2017; and such term may be extended from January 1, 2018 through December 31, 2019, upon mutual written agreement of the Village and Bella Vista; and

WHEREAS, it is the desire of the Village to extend the term of the Agreement from January 1, 2018 through December 31, 2019.

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 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 Village President is hereby authorized on behalf of the Village to enter into such written agreement to extend the term of the Agreement from January 1, 2018 through December 31, 2019, and is further authorized to undertake such further actions as are necessary to carry out and effectuate the intent and purpose of this Resolution and the Agreement.

Section 3. The officers, officials and employees of the Village are hereby authorized to take such actions as are necessary to carry out and effectuate the intent and purpose of this Resolution and the Agreement.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution 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 May 2018, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:Informational**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 15, 2018**DESCRIPTION:**Village Flag Design Discussion**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

X

*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*

*Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

This matter will be discussed at the Committee of the Whole on May 15, 2018.

DATE:

N/A

BACKGROUND:

The Village flag is proudly displayed throughout town at various Municipal owned buildings. The inventory is low for the current flag design and an order is needed in the near future. A few years back, the Village rolled out a new identity with a new logo and slogan "Gateway to Opportunity". With the low inventory of current flags, Staff feels this may be an opportunity to come up with a new design for Village flags.

KEY ISSUES:

The Multimedia and Communications team (Anthony Sumner and Chad Norris) designed the attached flags for the Village Board's consideration. They researched other Communities around the area to see what is currently trending.

ALTERNATIVES:

- Stick with the current flag design or move forward with a new design.
- Discretion of the Committee.

RECOMMENDATION:

Staff is seeking the recommendation and direction of the Committee of the Whole.

BUDGET IMPACT:

Staff has sought bids for the flags. Flags will range in price from \$112.00 - \$145.00 each depending on the quality ordered.

ACTION REQUIRED:

Discretion of the Committee.

ATTACHMENTS:**Description**

Flag Presentation

Upload Date

5/2/2018

Type

Cover Memo

Municipal Flag Redesign Proposals



Current Flag of Bensenville, IL



The Five Basic Principles of Flag Design

1. Keep it simple
2. Use meaningful symbolism
3. Use 2-3 basic colors
4. No lettering or seals
5. Be distinctive or be related

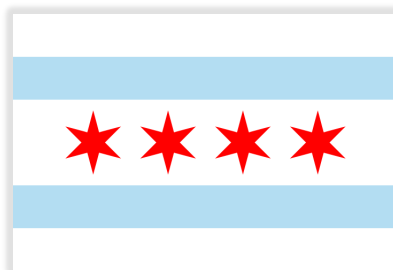


Flag of Washington DC



Examples

GOOD



Flags of:
Amsterdam, Hong Kong,
Chicago, and Indianapolis

BAD



Flags of:
Boise, Milwaukee,
Naperville (old design), and South Dakota



Recent Redesign - Naperville

OLD



NEW





Be Related

Previously known as Tioga, the village was formally established as *Bensenville* at the suggestion of Henry Schuette, who said the community reminded him of his former home of Benzen, Germany.

The following flag designs hint at the village's history, and display the Bensenville municipal colors of Indigo, Blue, and White.



Flag of Germany



Proposals – Keep it simple (stripes)



A

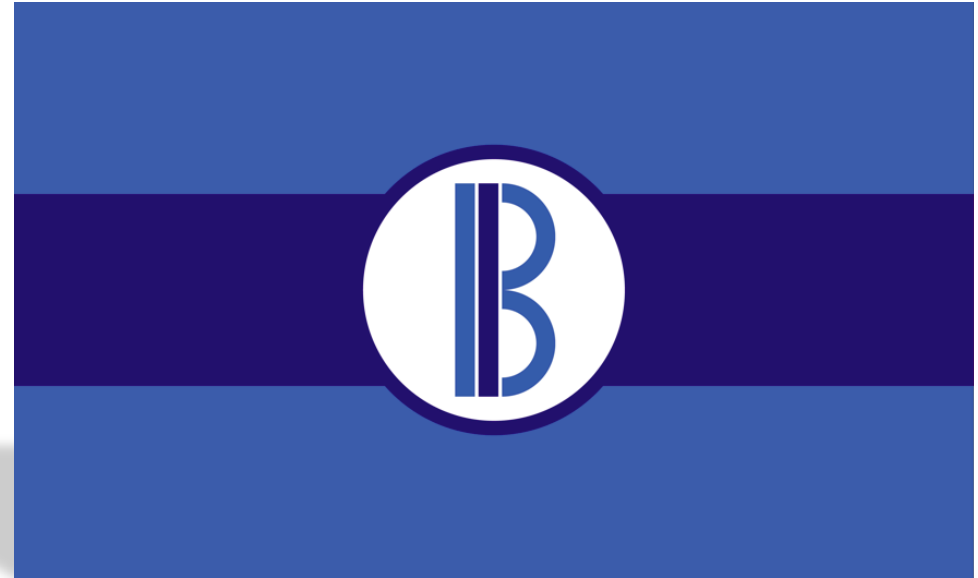


B

Proposals – Break some rules (emblems)



C



D



Flag Mockups



A



B



C

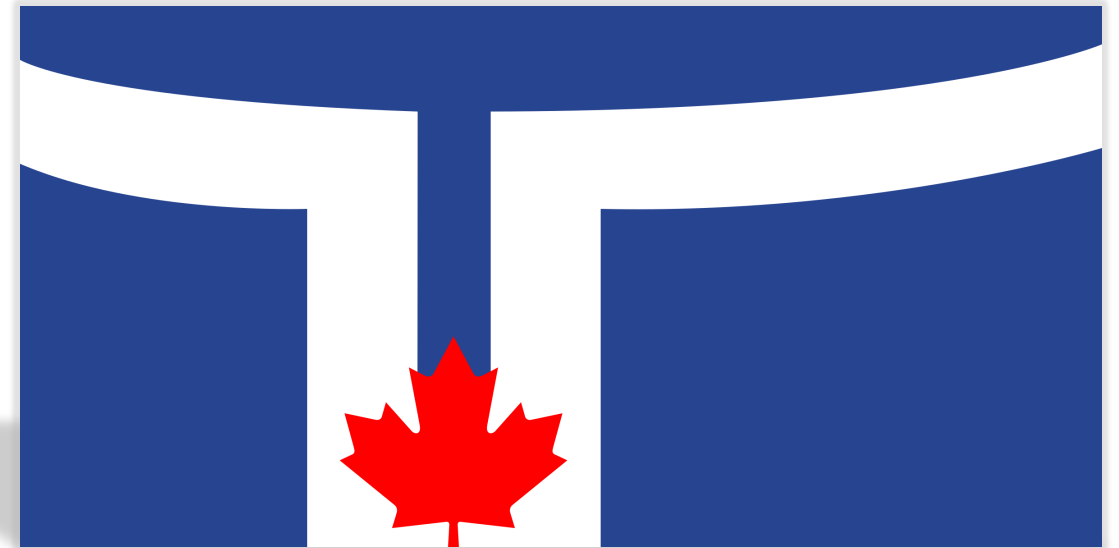


D



Other Considerations

Most of all, a flag should look attractive and balanced to the viewer and to the place it represents.



Flag of Toronto, Canada



Questions?



BENSENVILLE
COMMUNICATIONS & MEDIA

TYPE:Informational**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic
Development**DATE:**05.15.18**DESCRIPTION:**Code Enforcement protocol for non-compliant parking areas***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

05.15.18

BACKGROUND:

1. The Municipal Code mandates that vehicles be parked on an "approved surface."
2. Historically this has been interpreted to mean a hard surface such as asphalt or concrete.
3. Many homes near the center of town have gravel or dirt parking areas accessed from the alleys. An unknown number of these homes have had these parking areas for several if not many years.
4. With the advent of the Inspector geographic patrol areas we have embarked on a proactive regimen of Code Enforcement this spring/early summer.
5. This year CED inspectors have issued approximately 100 Correction Notices for parking on unapproved surfaces. Roughly 2/3rds of the property owners have complied, applied for permits or submitted Letters of Intent to comply within a specified time period.

KEY ISSUES:

1. The question is basic; should the Inspection staff be proactive or reactive in relation to such parking on unapproved surfaces? Meaning, should we only issue Correction Notices when someone files a complaint or should the inspector take the initiative to seek compliance when they come upon a non-compliant property?
2. A similar question can be asked regarding Code Enforcement practice in general.

ALTERNATIVES:

1. Discretion of the Committee.

RECOMMENDATION:

1. Staff is providing the information to the elected decision makers and is seeking policy direction.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

1. Direction to staff on Code Enforcement protocol.

ATTACHMENTS:**Description**

Images of Unapproved Parking Surfaces

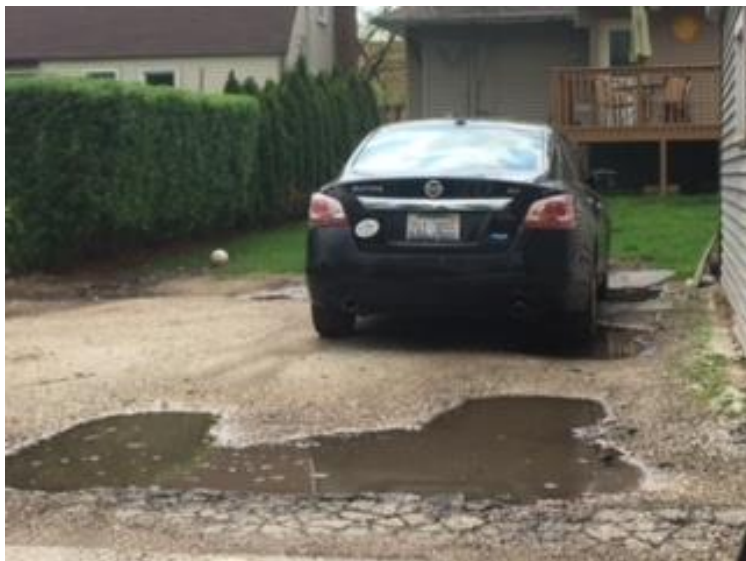
Upload Date

5/9/2018

Type

Backup Material

Examples of Parking on Unapproved Surfaces Spring 2018



TYPE:Informational**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**May 15, 2018**DESCRIPTION:**Discussion on the Movie Theater and Ice Cream Shop***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

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

COMMITTEE ACTION:

COW

DATE:

May 15, 2018

BACKGROUND:

The Village offers special programs and affordable food and entertainment options at the Movie Theater for the benefit of its residents. Staff would like to review these programs to discuss the feasibility of continuing with each one. These programs include:

1. Popcorn giveaway (7 days a week for all senior tickets all showings)
2. Free admission for seniors on Wednesday matinee showing
3. Free ice cream (Senior Luncheon)
4. Lowest admissions in the area
5. Lowest ice cream shop pricing in the area
6. High quality premium food and beverage options

KEY ISSUES:

The Theater/Ice Cream Shop operated for a loss of \$59,875 in 2017. Total revenues at the movie theater/ice cream shop came in at an all-time high of \$175,000 but unforeseen increases in payroll made the picture somewhat bleaker. Combined expenses for the three largest expense items (payroll, movie rental fees, and food items) came in at \$192,196.

Staff is exploring ways to manage costs more effectively in 2018. Changes in staffing and winter hours are putting payroll projections under budget. Movie rental fees are determined by the movie distributors (studios) and the Village has little to no flexibility with the rental fees. The food items account can be improved by reducing the giveaway items and/or moving to less expense products to contribute to a better bottom line. In 2017, the following items were given away:

Free Popcorn for Seniors: 10,438 x \$2.00 = \$20,876.00

Free Senior Ice Cream Vouchers redeemed: 56 x \$2.00 = \$112.00

Free Senior Tickets: 1,965 x \$2.00 = \$3,930.00

Additionally, the Village sells premium food and beverage items with Hershey's Ice Cream and Coke as the soft drink provider.

Staff expects a slight decline in the volume of food sales for 2018 and going forward due to the elimination of the very popular 3 - 4 Library productions each month. Copyright restrictions and current license limitations have meant an end to this program.

ALTERNATIVES:

- Consider increasing theater admission prices that have remained unchanged since 2010. Current admission is \$5.00 for adults and children and \$2.00 for seniors.
- Consider more generic ice cream options.
- Seek pricing from other soft drink suppliers such as Pepsi or RC Cola.

- Consider reducing the popcorn discount from 100% to 50% for seniors.
- Make the senior discount programs applicable only to Bensenville residents.

RECOMMENDATION:

Staff is open to enacting the different options to help improve the financial performance at the theater or to continue to support the current programs and existing food and beverage options at the theater as part of a valuable service to its residents. Staff respectfully is asking the Committee for direction moving forward.

BUDGET IMPACT:

The 2017 actual financial performance beat the budget projections by \$5,818.00.

ACTION REQUIRED:

Direction regarding pricing, discount programs and menu options at the Theater and Ice Cream Shop.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
2017 Theater Financials - Actual vs Budgeted	5/10/2018	Backup Material
2018 Theater/Ice Cream Shop Analysis	5/10/2018	Backup Material
2018 Worksheet Notes	5/10/2018	Backup Material

2017 Movie Theater and Ice Cream Shop Performance			
	<u>Account</u>	<u>Budgeted</u>	<u>Actual</u>
Revenue			
	DOUBLE FEATURE SHOP-FOOD SALES	-100,000	-120,771
	MOVIE THEATRE-ADMISSION SALES	-75,000	-52,985
Expense			
	SALARIES-REGULAR FULL-TIME	33,900	34,673
	SALARIES-REGULAR PART-TIME	54,000	69,455
	OVERTIME-REGULAR FULL-TIME	0	168
	SOCIAL SECURITY (FICA)	5,500	6,473
	MEDICARE	1,300	1,514
	PENSION CONTRIBUTIONS - IMRF	8,200	6,557
	TRAINING PROGRAMS/SESSIONS	1,750	0
	INFO TECHNOLOGY SERVICES	6,000	4,824
	POSTAGE/DELIVERY SERVICE	4,000	3,558
	ADVERTISING	13,500	3,194
	ELECTRICITY	18,360	16,316
	BOOKING FEES	4,160	3,600
	R & M BUILDING-CLEANING	4,000	3,776
	R&M EQUIPMENT	8,000	4,642
	MOVIE RENTAL FEES	32,300	29,782
	OTHER CONTRACTUAL SERVICE	2,000	2,000
	MATERIALS/SUPPLIES-ADMIN	300	264
	UNIFORMS-PURCHASE	500	171
	FOOD ITEMS	43,260	43,575
	PERMITS & LICENSES	800	228
Total 79 Theater Operations Losses		-66,830	-61,012

Theater Pricing, Programs and Information

Summer Hours Effective Friday May 25th – Monday – Sunday 12:00 – 9:00 pm

Special Programs

<u>Special Program</u>	<u>Quantity</u>	<u>Sales</u>
Free Senior Ice Cream Cones Vouchers Redeemed	56	112.00
Free Senior Popcorn (based on senior tickets sold)	10,348	20,696.00
Free Senior Tickets	1,965	3,930.00
Total		24,738.00

Price Comparisons

Ice Cream Prices

<u>Location</u>	<u>Single Scoop Price (After tax)</u>
Bensenville Ice Cream Shop	2.25
Baskin Robbins (Elmhurst)	2.91
Every Day's A Sundae (Downers Grove)(After tax)	2.62

Theater Admission Prices

<u>Location</u>	<u>Admission Prices</u>								
Bensenville (2nd run)	Adult and Child \$5.00/Seniors \$2.00/Senior Wednesday Matinee \$0.00								
Elmhurst York Theater	Child \$6.50/Senior \$6.50/General Admission \$9.00/Tuesdays \$5.00								
Elk Grove Theater (2nd run)	Matinee before 6 pm \$6.00/Child \$6.00/Senior \$6.00/Adult after 6 pm \$8.50/Tuesday \$5.00								
Picture Show @ Bloomingdale (2nd run)	Matinee before 6 pm: \$4.50/Child \$4.50/Senior \$4.50/Adult after 6:00 pm \$7/Adult Weekend after 6 pm \$7.25/Tuesdays \$4.00								
LaGrange Theater (2nd run)	Matinee before 3 pm \$5.50/Child \$6.00/Senior \$6.00/Adults \$6.50								

Theater Pricing, Programs and Information

Special Program

	<u>Quantity</u>
Free Senior Ice Cream Cones Vouchers Redeemed	56
Free Senior Popcorn (based on senior tickets sold)	10,348
Free Senior Tickets	1,965

Total

Summer Hours (Effective May 25th): 12 pm - 9:00 pm

Ice Cream Prices

Location

Single Scoop Price (After tax)

Bensenville Ice Cream Shop	2.25
Baskin Robbins (Elmhurst)	2.91
Every Day's A Sundae (Downers Grove)(After tax)	2.62

Theater Admission Prices

Location

Admission Prices

Bensenville (2nd run)	Adult and Child \$5.00/Seniors \$2.00
Elmhurst York Theater	Child \$6.50/Senior \$6.50/General A
Elk Grove Theater (2nd run)	Matinee before 6 pm \$6.00/Child \$4.50
Picture Show @ Bloomingdale (2nd run)	Matinee before 6 pm: \$4.50/Child \$3.50
LaGrange Theater (2nd run)	Matinee before 3 pm \$5.50/Child \$4.50

Sales

112.00

20,696.00

3,930.00

24,738.00

)/Senior Wednesday Matinee \$0.00

dmission \$9.00/Tuesdays \$5.00

6.00/Senior \$6.00/Adult after 6 pm \$8.50/Tuesday \$5.00

\$4.50/Senior \$4.50/Adult after 6:00 pm \$7/Adult Weekend after 6 pm \$7.25/Tuesdays \$4.00

6.00/Senior \$6.00/Adults \$6.50

TYPE:Informational**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance**DATE:**May 15, 2018**DESCRIPTION:**The Village of Bensenville's Police Pension Cost Update and Actuary Reports**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

N/A

DATE:

May 15, 2018

BACKGROUND:

The Village of Bensenville has a police pension fund which was 56.55 % funded. The fund has three sources of revenues: a) Employee Contributions b) Investment Income and c) Employer Contribution. Investment Income is one of the major sources of the revenue for the fund, and a steady flow of investment income can reduce the burden on the employer, but in case of the investment income decreases, the Employer is responsible for all the shortfalls.

The Village has to hire an actuary who considers many factors like employer and employee contribution, mortality tables, investment income and interest rate assumptions. The pension fund actuary does this calculation and gives us the annual cost of pension, and by funding that pension, our State-mandated goal is to achieve a 90% funding ratio by 2040.

Until last year, our investment interest rate assumption was 7.5% which our actuary is reducing to 7.0% now. The reduction in the interest rate is in line with all the surrounding towns and communities and is also a fiscally responsible and a conservative step, but this change in assumptions will increase our annual pension cost from \$1,156,668 to \$1,394,682 (20.57% or \$238,014).

KEY ISSUES:

- a) The State of Illinois legislation requires all the pension funds to achieve the 90% funding ratio by the year 2040.
- b) The current investment rate assumption is changing from 7.5% to 7.0%
- c) The change in the interest rate assumption is going to increase the annual pension cost by \$238,014 or by \$1,156,668.
- d) Current property tax levy is \$333,000, and the remaining amount is funded through various general fund revenue sources.

ALTERNATIVES:

N/A

RECOMMENDATION:

The Village has identified the revenue source for \$155,014 to fund the police pension and will ask to increase the Police Pension levy by \$83,000 when approving the 2019 Budget (2018 Levy).

BUDGET IMPACT:

The Village of Bensenville will need to increase the police pension budget to \$1,394,682 (\$238,014 more compared to the current annual cost of \$1,156,668)

ACTION REQUIRED:

None.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Police Pension Memo	5/9/2018	Backup Material
Police Funding - Actuary Report	5/9/2018	Backup Material
GASB 67/68 - Actuary Report	5/9/2018	Backup Material

Bensenville Memo

From: Amit Thakkar, Director of Finance
To: Evan Summers, Village Manager
Subject: Police Pension
Date: May 8, 2018

Concerning the Subject mentioned above, I at this moment submit as below:

- 1) Per the recent State legislative changes (F.Y. 2012), all the governmental pension funds have to be funded upto 90% by 2040 and all the Local Governments in Illinois have to fund their Police and Fire Pension accordingly.
- 2) Primarily, police pension has three funding sources as described below.
 - i) Member/Employee Contribution
 - ii) Investment Income
 - iii) Employer Contribution
- 3) Member contribution for our police pension fund is set at 9.91%. Accordingly, all the employees are contributing 9.91% of their gross salary to the police pension fund.
- 4) The fund in excess of operational needs for the year is invested in the open market. This is one of the major sources of income for the pension fund. The 65% of the funds are invested in equity markets/mutual funds and 35% of the funds are invested in secured CDs and Bonds. The investments are handled per the investment policy adopted and are currently handled by Vital Wealth Management. If the investment of the fund is managed successfully than it reduces the burden of funding pension on the employer up to certain level, but if the

investments are not managed carefully and strategically, than the employer is responsible for all the shortfalls in the pension fund.

- 5) Employer funding is a major and final source of funding for the pension fund. It is the responsibility of the employer to fund the pension cost sufficiently to pay the future obligation. As the future investment income is unsure, Village has to hire an Actuary who calculates the pension cost for the Village. The Actuary determines the mortality tables and considers census data, historical investment return, employer funding and many other important factors to calculate the annual pension cost. We as a Village, have always funded the pension cost as suggested by the Actuary.
- 6) One of the important factors in calculating the annual pension cost is the interest rate assumption. The interest rate assumption is a projected rate of earning/return on pension funds investment for future years. A slight change in the interest rate can cause a major change in the annual pension cost. Up until now, our assumed interest rate was 7.5%, which now Actuary (MWM) has decided to lower to 7.0%. This step is fiscally responsible and conservative. It is also widely accepted in surrounding towns.
- 7) At 7.5% of the assumed interest rate, our pension cost for the year 2017 was \$1,156,668. Now since we are reducing the interest rate from 7.5% to 7.0%, the annual pension cost is increasing to \$1,394,682.

FUNDING POLICY CONTRIBUTION COST ELEMENTS <i>The funding policy contribution amount is determined under the Entry Age Normal funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. The unfunded liability is amortized as a level percentage of pay over 23 years on a closed basis.</i>	Item	Current Valuation as of 1/1/2018	Prior Year Valuation as of 1/1/2017
	Accrued Liability	\$ 35,085,973	\$ 31,636,073
	Market Value of Assets	\$ 20,009,659	\$ 17,889,759
	Actuarial (Smoothed) Value of Assets	\$ 19,552,809	\$ 18,495,545
	Normal Cost	\$ 457,557	\$ 345,680
	Amortization Amount	\$ 824,660	\$ 708,233
	Actuarially Determined Funding Policy Contribution	\$ 1,394,682	\$ 1,156,668

CONTRIBUTIONS <i>The plan sponsor must contribute at least the statutorily required minimum contribution under Illinois statutes equal to the normal cost plus the amount necessary to amortize the unfunded accrued liability such that by 2040, the liabilities will be 90% funded.</i> <i>Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.</i>	Item	Current Valuation as of 1/1/2018	Prior Year Valuation as of 1/1/2017
	Contribution Required To Prevent Negative Funding	\$1,599,617 (48.9%)	N/A
	Actuarially Determined Funding Policy Contribution	\$1,394,682 (42.6%)	\$3,878,094 (36.2%)
	Statutory Minimum Contribution per 40 ILCS 5/3 Section 125	\$1,180,702 (36.1%)	\$957,573 (30.0%)
	() amounts expressed as a percentage of payroll		

Now, since we are lowering the interest rate assumption, it also affects the funding ratio, which is 56.55% now. Per our Actuary, to prevent the negative funding ratio, we need to contribute \$204,935 more than the funding policy contribution of \$1,394,682. This additional funding will increase our annual pension cost to \$1,599,617 (38.29% more than the current pension cost of \$1,156,668.)

- 8) Village levies \$330,000 in police pension levy and the remaining pension cost is funded using other revenue sources like sales tax, income tax, telecom tax and other local/state shared taxes. The PTELL limits the maximum amount a non-home-rule community can levy in

property tax but the rate limit does not apply to police pension levy. We can increase the levy up to the lower of 5% or consumer price index published by the State of Illinois.

- 9) In light of the above facts, I hereby recommend funding the police pension cost for the next year (FY 2019) at \$1,400,000. I also recommend increasing the police pension levy strategically (by \$83,000) and the remaining amount \$984,000 can be funded through other general fund revenue sources.

Actuarial Valuation

Village of Bensenville

Bensenville Police Pension Fund

As of January 1, 2018

For the Year Ending December 31, 2018



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Section 1: Summary of Principal Valuation Results

MWM Consulting Group was retained to prepare an actuarial valuation as of January 1, 2018 for the Bensenville Police Pension Fund. The purpose of the actuarial valuation was to determine the financial position and the annual actuarial requirements of the pension fund under Illinois statute 40 ILCS 5/3, Section 125, and to develop the funding policy contribution amount.

For quick reference, some of the key results of the valuation, along with selected financial and demographic information for the year ending December 31, 2018 are summarized in this overview section along with (for comparison) the results from the prior year.

CONTRIBUTIONS <i>The plan sponsor must contribute at least the statutorily required minimum contribution under Illinois statutes equal to the normal cost plus the amount necessary to amortize the unfunded accrued liability such that by 2040, the liabilities will be 90% funded.</i> <i>Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.</i>	Item	Current Valuation as of 1/1/2018	Prior Year Valuation as of 1/1/2017
	Contribution Required To Prevent Negative Funding	\$1,599,617 (48.9%)	N/A
	Actuarially Determined Funding Policy Contribution	\$1,394,682 (42.6%)	\$3,878,094 (36.2%)
	Statutory Minimum Contribution per 40 ILCS 5/3 Section 125	\$1,180,702 (36.1%)	\$957,573 (30.0%)
	<i>() amounts expressed as a percentage of payroll</i>		

STATUTORY MINIMUM FUNDING COST ELEMENTS <i>Illinois statutes require employers to contribute at least the amount necessary such that assets will equal at least 90% of the accrued liability by 2040. The minimum amount is determined under the Projected Unit Credit funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount.</i>	Item	Current Valuation as of 1/1/2018	Prior Year Valuation as of 1/1/2017
	Accrued Liability	\$ 34,240,476	\$ 30,762,353
	Market Value of Assets	\$ 20,009,659	\$ 17,889,759
	Actuarial (Smoothed) Value of Assets	\$ 19,552,809	\$ 18,495,545
	Normal Cost (employer)	\$ 484,247	\$ 373,365
	Amortization Amount	\$ 597,989	\$ 495,343
	Statutory Minimum Contribution	\$ 1,180,702	\$ 957,573



FUNDING POLICY CONTRIBUTION COST ELEMENTS <i>The funding policy contribution amount is determined under the Entry Age Normal funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. The unfunded liability is amortized as a level percentage of pay over 23 years on a closed basis.</i>	Item	Current Valuation as of 1/1/2018		Prior Year Valuation as of 1/1/2017	
	Accrued Liability	\$	35,085,973	\$	31,636,073
	Market Value of Assets	\$	20,009,659	\$	17,889,759
	Actuarial (Smoothed) Value of Assets	\$	19,552,809	\$	18,495,545
	Normal Cost	\$	457,557	\$	345,680
	Amortization Amount	\$	824,660	\$	708,233
	Actuarially Determined Funding Policy Contribution	\$	1,394,682	\$	1,156,668

FINANCIAL THUMBNAIL RATIOS <i>This chart summarizes traditional financial ratios as applied to the pension plan. This liquidity ratio relates the cash flow position of the Fund by comparing the investment income plus employer and employee contributions to the annual benefit payments. Maintaining a ratio well above 100% prevents the liquidation of assets to cover benefit payments. The increase in benefits paid over the years is generally a result of the maturing of the pension plan.</i> <i>Coverage of the Accrued Liabilities by the Assets is the Coverage Ratio and is one indication of the long term funding progress of the plan.</i>	Tests	1/1/2018 Valuation		1/1/2017 Valuation	
	Liquidity Ratio (based upon year ended)		211%		192%
	Coverage Ratio (Market Value Assets)		57.03%		56.55%
	Annual Benefit Payments (expected)	\$	1,416,299	\$	1,438,107
	Annual Contributions (expected)				
	Members	\$	324,428	\$	316,153
	City	\$	1,394,682	\$	1,156,668

PARTICIPANT DATA SUMMARY <i>The Actuarial Valuation takes into account demographic and benefit information for active employees, vested former employees, and retired pensioners and beneficiaries. The statistics for the past two years are compared in the chart.</i>	Item	Current Year Valuation as of 1/1/2018			Prior Year Valuation as of 1/1/2017		
		Tier 1	Tier 2	Total	Tier 1	Tier 2	Total
	Active Members						
	Vested	23	0	23	22	0	22
	Non-Vested	<u>1</u>	<u>11</u>	<u>12</u>	<u>2</u>	<u>11</u>	<u>13</u>
	Total Active	24	11	35	24	11	35
	Terminated entitled to future benefits	8	2	10	11	4	15
	Retired	16	0	16	16	0	16
	Surviving Spouse	4	0	4	4	0	4
	Disabled	<u>7</u>	<u>0</u>	<u>7</u>	<u>7</u>	<u>0</u>	<u>7</u>
	Total	59	13	72	62	15	77



SECTION 2: VALUATION RESULTS

Significant Events and Issues Influencing Valuation Results

Actuarial valuations are snapshot calculations which incorporate and reflect the experience and events of the past year such as changes in the demographics of the plan participants, gains and losses in the plan assets, changes in actuarial assumptions about future experience and outside influences such as legislation. Some of the more significant issues affecting the Plan's contribution level are described here.

Asset Performance for yearend 12/31/2017

The approximate 14.87% return (not time weighted) on net assets was well above the actuarial assumption of 7.50%.

Employer Contributions

The employer contribution is expected to be paid according the funding policy, and exceeds the required statutory minimum amount. An alternative contribution above the current funding policy shows the amount required to avoid negative funding. Negative funding occurs when the unfunded liability increases because the contribution amortization payment towards the unfunded is less than the interest accruing on the liability.

Change in Assumptions

The mortality table was updated with one year expected improvement to RP2000 with Blue Collar Adjustment projected to 2017. In addition, the interest rate was changed to 7.0% from 7.5%. The effect on the funding policy actuarial determined contribution was an increase of \$233,726, and reduction in the funded status from 61.0% to 55.7%.



ACTUARIAL CERTIFICATION

This is to certify that MWM Consulting Group has prepared an Actuarial Valuation of the Plan as of January 1, 2018 for the purposes of determining statutory contribution requirements for the Fund in accordance with the requirements of 40 ILCS 5/3, Section 125, of determining the funding policy contribution amount (the Actuarially Determined Contribution). The contributions determined are net of contributions made by active member police officers during the year.

The results shown in this report have been calculated under the supervisions of a qualified Actuary as defined in appropriate State statutes. All results are based upon demographic data submitted by the Fund / Village, financial data submitted by the Fund, applications of actuarial assumptions, and generally accepted actuarial methods.

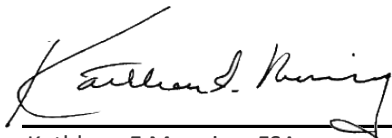
This valuation report has been prepared at the request of Village of Bensenville to assist in administering the Plan and meeting specified financial and accounting requirements. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Fund sponsor and may only be provided to other parties in its entirety. The information and valuation results shown in this report are prepared with reliance upon information and data provided to us, which we believe to the best of our knowledge to be complete and accurate and include:

- Employee census data submitted by the Village of Bensenville. This data was not audited by us but appears to be consistent with prior information, and sufficient and reliable for purposes of this report.
- Financial data submitted by the Bensenville Police Pension Fund.

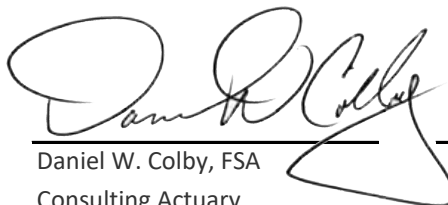
The measurements shown in this actuarial valuation may not be applicable for other purposes. Actuarial valuations involve calculations that require assumptions about future events. Certain of the assumptions or methods are mandated for specific purposes. Future actuarial measurements may differ significantly from the current measurements presented in the report due to such factors as experience that deviates from the assumptions, changes in assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contributions based on the Plan's funded status) and changes in plan provisions or applicable law. This report does not include an analysis of the potential range of such future measurements.

We believe the assumptions and methods used are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. In our opinion, all methods, assumptions and calculations are in accordance with requirements and the procedures followed and presentation of results are in conformity with generally accepted actuarial principles and practices. The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. There is no relationship between the Village of Bensenville and MWM Consulting Group that impacts our objectivity. I certify that the results presented in this report are accurate and correct to the best of my knowledge.

MWM CONSULTING GROUP



Kathleen E Manning, FSA
Managing Principal & Consulting Actuary
MWM Consulting Group



Daniel W. Colby, FSA
Consulting Actuary
MWM Consulting Group

5/2/2018

Date



SECTION 3 - FINANCIAL AND ACTUARIAL EXHIBITS

Exhibit 1 - Statement of Market Value of Assets

Item	Plan Year Ending	
	12/31/2017	12/31/2016
1. Investments at Fair Value:		
a. Cash and Cash equivalents	\$ 0	\$ 751,515
b. Money Market Mutual Funds	1,638,701	972,492
c. Municipal Bonds	3,243,540	2,281,778
d. Corporate Bonds	0	0
e. US Government and Agency Bonds	1,086,303	1,271,362
f. Certificates of Deposit	726,157	0
g. Insurance Contracts (at contract value):	0	394,637
h. Mutual Funds	12,521,284	11,470,976
i. Accrued Interest and receivables	793,532	746,328
j. Other	2,560	1,748
k. Subtotal Assets (a + b + c + d + e + f + g + h + i + j)	<u>\$ 20,012,077</u>	<u>\$ 17,890,836</u>
2. Liabilities:		
a. Expenses Payable	\$ 2,418	\$ 1,077
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	0
d. Total Liabilities	<u>\$ 2,418</u>	<u>\$ 1,077</u>
3. Net Market Value of Assets Available for Benefits: (1k – 2d)	\$ 20,009,659	\$ 17,889,759



Exhibit 2 - Statement of Change in Net Assets

Item	Plan Year Ending	
	1/1/2018	1/1/2017
Additions		
Contributions		
Employer	\$ 1,086,963	\$ 1,050,931
Plan Member	328,752	311,402
Other	0	350
Total Contributions	\$ 1,415,715	\$ 1,362,683
Investment Income		
Realized Gain/(Loss)	\$ (3,601)	\$ (9,336)
Unrealized Gain/(Loss)	1,917,429	722,671
Interest	171,509	156,404
Dividends	553,122	320,216
Other Income	9,761	2,676
Investment Expenses	(26,831)	(24,169)
Net Investment Income	2,621,389	1,168,462
Total additions	\$ 4,037,104	\$ 2,531,145
Deductions		
Benefits	\$ 1,761,314	\$ 1,289,737
Refunds	121,815	0
Administrative and Investment Expenses	34,075	30,303
Total deductions	\$ 1,917,204	\$ 1,320,040
Total increase (decrease)	\$ 2,119,900	\$ 1,211,105
Net Market Value of Assets Available for Benefits:		
Beginning of year	\$ 17,889,759	\$ 16,678,654
End of year	<u>\$ 20,009,659</u>	<u>\$ 17,889,759</u>



Exhibit 3 – Actuarial Value of Assets

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon **Actuarial Value of Assets**, which are asset values which have been smoothed over a five-year period, beginning with the year 2011. The **Actuarial Value of Assets** has been calculated below based upon the market value of assets at January 1, 2018 with adjustments for the preceding year's gains/losses, which are reflected at the rate of 20% per year.

1. Expected Return on Assets	
a. Market Value of Assets as of Beginning of Year	\$ 17,889,759
b. Income and Disbursements During the year	
i. Contributions Received (weighted 50%)	\$ 707,858
ii. Benefit Payments and Expenses (weighted 50%)	972,018
iii. Weighted net income (other than investment income) (i) – (ii)	(264,160)
c. Market Value adjusted for income and disbursements	\$ 17,625,599
d. Expected Return on Assets at assumed rate of 7.50%	\$ 1,321,920
2. Actual Return on Assets for year	
a. Market Value of Assets (Beginning of Year)	\$ 17,889,759
b. Income (less investment income)	1,415,715
c. Disbursements	1,917,204
d. Market Value of Assets (End of Year)	20,009,659
e. Actual Return on Assets (d) – (a) – (b) + (c)	2,621,389
f. Investment Gain/(Loss) for year 2(e) - 1(d)	\$ 1,299,469
3. Actuarial Value of Assets	
a. Market Value of Assets as of End of Year	\$ 20,009,659
b. Deferred Investment gains/(losses)	
i. 80% of 2017 gain of \$1,299,469	(1,039,575)
ii. 60% of 2016 loss of \$(83,130)	49,878
iii. 40% of 2015 loss of \$(1,240,646)	496,258
iv. 20% of 2014 loss of \$(182,943)	<u>36,589</u>
v. Total	(456,850)
c. Actuarial Value of Assets for statutory funding 3(a) + 3(b)(iv)	\$ 19,552,809



Exhibit 4- Determination of the Statutory Minimum Required Contribution

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon the Projected Unit Credit actuarial funding method, where the unfunded liability is amortized such that 90% of the liability will be funded as of 2040. Under the statute, 90% of the unfunded liability is to be amortized as a level percentage of payroll over the period through 2040. The mandated funding method, the Projected **Unit Credit funding method, requires** the annual cost of the plan to be developed in two parts: that attributable to benefits allocated to the current year (the normal cost); and that allocated to benefits attributable to prior service (the accrued liability).

Funding Elements for 40 ILCS 5/3

	Present Value of Benefits as of 1/1/2018	Projected Unit Credit (PUC) Normal Cost as of 1/1/2018	PUC Actuarial Accrued Liability as of 1/1/2018
1. Active Officers			
a) Normal & Early Retirement	\$ 18,362,691	\$ 620,004	\$ 11,614,112
b) Vested Withdrawal	1,420,577	75,536	914,370
c) Pre-Retirement Death	396,128	16,893	256,596
d) Disability	<u>2,126,806</u>	<u>96,242</u>	<u>1,293,604</u>
e) Total Active Police Officers	\$ 22,306,202	\$ 808,675	\$ 14,078,682
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 11,915,554		\$ 11,915,554
b) Widows (survivors)	1,488,280		1,488,280
c) Deferred Vested	1,357,524		1,357,524
d) Disabled	<u>5,400,436</u>		<u>5,400,436</u>
e) Total - Nonactive	\$ 20,161,794		\$ 20,161,794
3. Total – All	\$ 42,467,996		\$ 34,240,476

Minimum Statutory Contribution under 40 ILCS 5/3

Item	Amount
1. Annual Payroll	\$ 3,273,745
2. Normal Cost (net of employee/member contributions)	484,247
3. Employee Contributions (expected)	324,428
4. Funding Actuarial Liability	34,240,476
5. 90% of Funding Actuarial Liability	30,816,428
6. Actuarial Value of Assets (Exhibit 3)	19,552,809
7. Unfunded Actuarial Balance	11,263,619
8. Amortization of Unfunded Balance over 23 years as a level percentage of payroll	597,989
9. Interest on (2), (3) and (8)	98,466
10. Minimum statutory tax levy contribution per 40 ILCS 5/3 – (2) + (8) + (9)	\$1,180,702 (36.1%)

*() amount as a percent of payroll



Exhibit 5- Determination of the Funding Policy Contribution

The Tax Levy has been based upon the funding policy actuarially determined contribution, rather than the amount determined as the minimum under 40 ILCS 5/3. The funding policy contribution is developed below, based upon the Entry Age Normal Funding Method, with the unfunded accrued liability amortized as a level percentage of payroll amount over the 23 years through 2040. The contribution is then the sum of the Normal Cost (developed under the entry age method, but where the total normal cost is not less than 17.5%) plus the amortization payment.

Funding Elements for Funding Policy Contribution

	Present Value of Benefits as of 1/1/2018	Entry Age Normal Cost as of 1/1/2018	Entry Age Accrued Liability as of 1/1/2018
1. Active Officers			
a) Normal & Early Retirement	\$ 18,362,691	\$ 554,446	\$ 13,220,117
b) Vested Withdrawal	1,420,577	93,501	467,746
c) Pre-Retirement Death	396,128	18,104	222,147
d) Disability	<u>2,126,806</u>	<u>115,934</u>	<u>1,014,169</u>
e) Total Active Police Officers	\$ 22,306,202	\$ 781,985	\$ 14,924,179
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 11,915,554		\$ 11,915,554
b) Widows (survivors)	1,488,280		1,488,280
c) Deferred Vested	1,357,524		1,357,524
d) Disabled	<u>5,400,436</u>		<u>5,400,436</u>
e) Total - Nonactive	\$ 20,161,794		\$ 20,161,794
3. Total – All	\$ 42,467,996		\$ 35,085,973

Actuarially Determined Funding Policy Contribution for Tax Levy

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 457,557
2. Employee Contributions (expected)	324,428
3. Funding Actuarial Liability	35,085,973
4. 100% of Funding Actuarial Liability	35,085,973
5. Actuarial Value of Assets (Exhibit 3)	19,552,809
6. Unfunded Actuarial Balance	15,533,164
7. Amortization of Unfunded Balance over 23 years as a level percentage of payroll	824,660
8. Interest on (1), (2) and (7)	112,465
9. Actuarially Determined Funding Policy Contribution for Tax Levy (1) + (7) + (8)	\$1,394,682 (42.6%)

Exhibit 6- Contribution Necessary to Prevent Negative Funding

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 457,557
2. Employee Contributions (expected)	324,428
3. 100% of Funding Actuarial Liability	35,085,973
4. Actuarial Value of Assets (Exhibit 3)	19,552,809
5. Unfunded Actuarial Balance	15,533,164
6. Interest on Unfunded Liability	1,087,321
7. Interest on (1), (2)	54,739
8. Contribution Necessary to Prevent Negative Funding (1) + (6) + (7)	\$1,599,617 (48.9%)



Exhibit 6 – Summary of Participant Data as of January 1, 2018

Participant Data

Item	As of 1/1/2018		
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
Active Members			
Vested	23	0	23
Non-Vested	<u>1</u>	<u>11</u>	<u>12</u>
Total Actives	24	11	35
Terminated Members entitled to future benefits	8	2	10
Retired Members	16	0	16
Surviving Spouses	4	0	4
Disabled Participants	<u>7</u>	<u>0</u>	<u>7</u>
Total	59	13	72

AGE AND SERVICE DISTRIBUTION AS OF JANUARY 1, 2018

Active Employee Participants

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24										0
25 - 29	5	2								7
30 - 34	4	4								8
35 - 39			2	2						4
40 - 44		1		5						6
45 - 49				4						4
50 - 54				1		2				3
55 - 59				2			1			3
60 - 64										0
75 & Over										0
Total	9	7	2	14	0	2	1	0	0	35

Average Age: 39.3 years

Average Length of Service: 12.3 years



SECTION 4 - SUMMARY OF PRINCIPAL PLAN PROVISIONS

This summary provides a general description of the major eligibility and benefit provisions of the pension fund upon which this valuation has been based. It is not intended to be, nor should it be interpreted as, a complete statement of all provisions

Definitions

Tier 1 – For Police Officers first entering Article 3 prior to January 1, 2011

Tier 2 – For Police Officers first entering Article 3 after December 31, 2010

Police Officer (3-106): Any person appointed to the police force and sworn and commissioned to perform police duties.

Persons excluded from Fund (3-109): Part-time officers, special police officer, night watchmen, traffic guards, clerks and civilian employees of the department. Also, police officers who fail to pay the required fund contributions or who elect the Self-Managed Plan option.

Creditable Service (3-110): Time served by a police officer, excluding furloughs in excess of 30 days, but including leaves of absences for illness or accident and periods of disability where no disability pension payments have been received and also including up to 3 years during which disability payments have been received provided contributions are made.

Pension (3-111)

Normal Pension Age

Tier 1 - Age 50 with 20 or more years of creditable service.

Tier 2 - Age 55 with 10 or more years of creditable service.

Normal Pension Amount

Tier 1 - 50% of the greater of the annual salary held in the year preceding retirement or the annual salary held on the last day of service, plus 2½% of such annual salary for service from 20 to 30 year (maximum 25%).

Tier 2 - 2½% of Final Average salary for each year of service. Final Average Salary is the highest salary based on the highest consecutive 96 months of the final 120 months of service

Early Retirement at age 50 with 10 or more years of service but with a penalty of ½% for each month prior to age 55.

Annual Salary capped at \$106,800 increased yearly by the lesser of ½ of the Consumer Price Index- Urban (CPI-U) or 3%. Salary for valuations beginning in 2013 is \$109,971.43.

Minimum Monthly Benefit: \$1,000

Maximum Benefit Percentage: 75% of salary



Termination Retirement Pension Date

Separation of service after completion of between 8 and 20 years of creditable service.

Termination Pension Amount

Commencing at age 60, 2½% of annual salary held in the year preceding termination times years of creditable service or refund of contributions, or for persons terminating on or after July 1, 1987, 2½% of annual salary held on the last day of service times years of credible service, whichever is greater.

Pension Increase Non-Disabled

Tier 1 - 3% increase of the original pension amount after attainment of age 55 for each year elapsed since retirement, followed by an additional 3% of the original pension amount on each May 1 thereafter. Effective July 1, 1993, 3% of the amount of pension payable at the time of the increase including increases previously granted, rather than 3% of the originally granted pension amount.

Tier 2 - The lesser of ½ of the Consumer Price Index- Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60, followed by an additional 3% of the original pension amount on each May 1 thereafter.

Disabled

3% increase of the original pension amount after attainment of age 60 for each year he or she received pension payments, followed by an additional 3% of the original pension amount in each May 1 thereafter.

Pension to Survivors (3-112)

Death of Retired Member

Tier 1 - 100% of pension amount to surviving spouse (or dependent children).

Tier 2 – 66 2/3% of pension amount to surviving spouse (or dependent children), subject to the following increase: the lesser of ½ of the Consumer Price Index- Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60, followed by an additional 3% of the original pension amount on each May 1 thereafter.

Death While in Service (Not in line of duty)

With 20 years of creditable service, the pension amount earned as of the date of death.

With between 10 and 20 years of creditable service, 50% of the salary attached to the rank for the year prior to the date of death.

Death in Line of Duty

100% of the salary attached to the rank for the last day of service year prior to date of death.

Minimum Survivor Pension

\$1,000 per month to all surviving spouses.



Disability Pension - Line of Duty (3-114.1)

Eligibility

Suspension or retirement from police service due to sickness, accident or injury while on duty.

Pension

Greater of 65% of salary attached to rank at date of suspension or retirement and the retirement pension available. Minimum \$1,000 per month.

Disability Pension - Not on Duty (3-114.2)

Eligibility

Suspension or retirement from police service for any cause other than while on duty.

Pension

50% of salary attached to rank at date of suspension or retirement. Minimum \$1,000 per month.

Other Provisions

Marriage after Retirement (3-120)

No surviving spouse benefit available.

Refund (3-124)

At death prior to completion of 10 years of service, contributions are returned without interest to widow.
At termination with less than 20 years of service, contributions are refunded upon request.

Contributions by Police Officers (3-125.1)

Beginning May 1, 2001, 9.91% of salary including longevity, but excluding overtime pay, holiday pay, bonus pay, merit pay or other cash benefit.



Actuarial Accrued Liability

See ***Entry Age Normal Cost Method*** and ***Projected Unit Credit Cost Method***.

Actuarial Assumptions

The economic and demographic predictions used to estimate the present value of the plan's future obligations. They include estimates of investment earnings, salary increases, mortality, withdrawal and other related items. The *Actuarial Assumptions* are used in connection with the *Actuarial Cost Method* to allocate plan costs over the working lifetimes of plan participants.

Actuarial Cost Method

The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants. Also referred to as an *Actuarial Funding Method*.

Actuarial Funding Method

See *Actuarial Cost Method*

Actuarial Gain (Loss)

The excess of the actual *Unfunded Actuarial Accrued Liability* over the expected *Unfunded Actuarial Accrued Liability* represents an *Actuarial Loss*. If the expected *Unfunded Actuarial Accrued Liability* is greater, an *Actuarial Gain* has occurred.

Actuarial Present Value

The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of *Actuarial Assumptions*.

Actuarial Value of Assets

The asset value derived by using the plan's *Asset Valuation Method*.

Asset Valuation Method

A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

Employee Retirement Income Security Act of 1974 (ERISA)

The primary federal legislative act establishing funding, participation, vesting, benefit accrual, reporting, and disclosure standards for pension and welfare plans.

Entry Age Normal Cost Method

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated on a level basis over the earnings of the individual between entry age and assumed exit age(s). The portion of this *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The portion of this *Actuarial Present Value* not provided for at a valuation date by the *Actuarial Present Value* of future *Normal Costs* is called the *Actuarial Accrued Liability*.



Normal Cost

The portion of the *Present Value of Projected Plan Benefits* that is allocated to a particular plan year by the *Actuarial Cost Method*. See *Entry Age Normal Cost Method* for a description of the Normal Cost under the *Entry Age Normal Cost Method*. See *Projected Unit Credit Cost Method* for a description of the Normal Cost under the *Projected Unit Credit Cost Method*.

Present Value of Future Normal Costs

The present value of future normal costs determined based on the *Actuarial Cost Method* for the plan. Under the *Entry Age Normal Cost Method*, this amount is equal to the excess of the *Present Value of Projected Plan Benefits* over the sum of the *Actuarial Value of Assets* and *Unfunded Actuarial Accrued Liability*.

Present Value of Projected Plan Benefits

The present value of future plan benefits reflecting projected credited service and salaries. The present value is determined based on the plan's actuarial assumptions.

Projected Unit Credit Cost Method

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated by a consistent formula to valuation years. The *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The *Actuarial Present Value* of benefits allocated to all periods prior to a valuation year is called the *Actuarial Accrued Liability*.

Unfunded Actuarial Accrued Liability

The excess of the *Actuarial Accrued Liability* over the *Actuarial Value of Assets*.



SECTION 5 - SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS

Nature of Actuarial Calculations

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events, some of which are mandated assumptions. Certain provisions may be approximated or deemed immaterial and therefore are not valued. Assumptions may be made about participant data or other factors. A range of results, different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precisions, which is not inherent in actuarial calculations.

Actuarial Assumption Item	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy
Interest	7.00% per annum	7.00% per annum
Mortality	RP2000 Mortality Table projected to 2017 with Blue Collar Adjustments (but not beyond)	RP2000 Mortality Table projected to 2017 with Blue Collar Adjustments (but not beyond)
Retirement	Rates of retirement for all ages are:	Rates of retirement for all ages are:
	<div><div>Age</div><div>50</div><div>14.00%</div><div>61</div><div>25.00%</div></div>	<div><div>Age</div><div>50</div><div>14.00%</div><div>61</div><div>25.00%</div></div>
	<div><div>51</div><div>14.00%</div><div>62</div><div>25.00%</div></div>	<div><div>51</div><div>14.00%</div><div>62</div><div>25.00%</div></div>
	<div><div>52</div><div>14.00%</div><div>63</div><div>33.00%</div></div>	<div><div>52</div><div>14.00%</div><div>63</div><div>33.00%</div></div>
	<div><div>53</div><div>14.00%</div><div>64</div><div>50.00%</div></div>	<div><div>53</div><div>14.00%</div><div>64</div><div>50.00%</div></div>
	<div><div>54</div><div>20.00%</div><div>65</div><div>100.00%</div></div>	<div><div>54</div><div>20.00%</div><div>65</div><div>100.00%</div></div>
	<div><div>55</div><div>20.00%</div><div>66</div><div>100.00%</div></div>	<div><div>55</div><div>20.00%</div><div>66</div><div>100.00%</div></div>
	<div><div>56</div><div>20.00%</div><div>67</div><div>100.00%</div></div>	<div><div>56</div><div>20.00%</div><div>67</div><div>100.00%</div></div>
	<div><div>57</div><div>20.00%</div><div>68</div><div>100.00%</div></div>	<div><div>57</div><div>20.00%</div><div>68</div><div>100.00%</div></div>
	<div><div>58</div><div>20.00%</div><div>69</div><div>100.00%</div></div>	<div><div>58</div><div>20.00%</div><div>69</div><div>100.00%</div></div>
	<div><div>59</div><div>20.00%</div><div>70</div><div>100.00%</div></div>	<div><div>59</div><div>20.00%</div><div>70</div><div>100.00%</div></div>
	<div><div>60</div><div>25.00%</div></div>	<div><div>60</div><div>25.00%</div></div>
Withdrawal	Rates of termination are based upon age only. Sample rates for selected ages are:	Rates of termination are based upon age only. Sample rates for selected ages are:
	<div><div>Age</div><div>25</div><div>7.50%</div><div>40</div><div>2.00%</div><div>50</div><div>3.50%</div><div>55</div><div>3.50%</div></div>	<div><div>Age</div><div>25</div><div>7.50%</div><div>40</div><div>2.00%</div><div>50</div><div>3.50%</div><div>55</div><div>3.50%</div></div>
Disability	Rates of disability are based upon age only. Sample rates for selected ages are:	Rates of disability are based upon age only. Sample rates for selected ages are:
	<div><div>Age</div><div>25</div><div>0.05%</div><div>40</div><div>0.40%</div><div>50</div><div>0.95%</div><div>55</div><div>0.13%</div></div>	<div><div>Age</div><div>25</div><div>0.05%</div><div>40</div><div>0.40%</div><div>50</div><div>0.95%</div><div>55</div><div>0.13%</div></div>
Salary Increase	5.00% per annum	5.00% per annum



Actuarial Assumption Item	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy
Percentage Married	85% are married, females are assumed to be 3 years younger	85% are married, females are assumed to be 3 years younger
Asset Valuation Method	Assets are valued at fair market value and smoothed over three years, reflecting gains and losses at 33% per year.	Assets are valued at fair market value and smoothed over three years, reflecting gains and losses at 33% per year.
Actuarial Cost Methods	<p>Projected Unit Credit Cost Method</p> <p>This is the mandated actuarial method to be used in determining the statutory contribution requirements and under PA 096-1495. This method determines the present value of projected benefits and prorates the projected benefit by service to date to determine the accrued liability. Amounts attributable to past service are amortized as a level percentage of pay with the goal of reaching 90% of the accrued liability by 2040.</p>	<p>Entry Age Normal Cost Method</p> <p>This method projects benefits from entry age to retirement age and attributes costs over total service, as a level percentage of pay. Amounts attributable to past service have been amortized over 23 years on a closed basis as a level percentage of pay.</p>



Village of Bensenville

Bensenville Police Pension Fund

Actuarial Valuation Report

For Financial Reporting Under 67/68

For Fiscal Year Ended December 31, 2017





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May 1, 2018

Mr. Amit Thakkar
Director of Finance
Village of Bensenville
12 S. Center St.
Bensenville, IL 60106

Dear Mr. Thakkar:

We are pleased to provide our Actuarial Valuation Report as of December 31, 2017. This report provides accounting and financial disclosure information for fiscal period ending December 31, 2017 that is intended to comply with Government Accounting Standards Board ("GASB") Statement Nos. 67 and 68 for the Bensenville Police Pension Fund.

A separate valuation report is provided for the purpose of determining the Actuarial Determined Contribution and Tax Levy amounts.

To the best of our knowledge, this actuarial statement is complete and accurate, and has been prepared in accordance with generally accepted actuarial principles and practice. The undersigned are members of the American Academy of Actuaries and meet the Qualification Standards of the Academy of Actuaries to render the actuarial opinion herein.

We will be pleased to review this report with you at your convenience.

Sincerely,

A handwritten signature in black ink, reading "Kathleen E. Manning".

Kathleen E. Manning, FSA, EA, MAAA
Managing Principal and Consulting Actuary

A handwritten signature in black ink, reading "Daniel Colby".

Daniel Colby, FSA, EA, MAAA
Consulting Actuary

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Executive Summary Highlights of Results

Executive Summary

This valuation has been prepared to meet the requirements of GASB 67/68 for the fiscal period ending December 31, 2017.

The actuarial valuation was based on census, asset, and plan information provided by the Village of Bensenville. MWM reviewed the census data for reasonableness but did not perform an independent audit. The accuracy of the valuation is dependent upon the completeness of the data as provided by the plan sponsor.

As Reported Under GASB 67 at December 31, 2017

Item	12/31/2017
Total Pension Liability	\$ 35,085,974
Plan Fiduciary Net Position	\$ 20,009,659
Net Pension Liability	\$ 15,076,315
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	57.03%

Pension Expense

As Reported Under GASB 68 at December 31, 2017

Item	12/31/2017
Service Cost (Total)	\$ 711,470
Administrative Expense	\$ 34,075
Interest on the Total Pension Liability	\$ 2,301,152
Current-Period Benefit Changes	\$ 0
Employee Contributions	\$ 328,752
Projected Earnings on Plan Investments	\$ 1,321,920
Other Changes in Plan Fiduciary Net Position	\$ 0
Recognition of Outflow (Inflow) of Resources due to Liabilities	\$ 338,988
Recognition of Outflow (Inflow) of Resources due to Assets	\$ 5,230
Total Pension Expense	\$ 1,740,243



Executive Summary Highlights of Results

Executive Summary as of December 31, 2017

Item	Total
Actuarial Valuation Date	December 31, 2017
Measurement Date of the Net Pension Liability	December 31, 2017
Employers' Fiscal Year Ending Date (Reporting Date)	December 31, 2017
Membership	
Active Employees	35
Retirees and Beneficiaries	27
Inactive, Non-retired Members	<u>10</u>
Total	72
Covered Payroll	\$ 3,273,745
Net Pension Liability and Related Ratios	
Total Pension Liability	\$ 35,085,974
Plan Fiduciary Net Position	<u>20,009,659</u>
Net Pension Liability	\$ 15,076,315
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	57.03%
Net Pension Liability as a Percentage of Covered Payroll	460.52%
Development of the Single Discount Rate	
Single Discount Rate Beginning of Year	7.50%
Single Discount Rate End of Year	7.00%
Long-Term Expected Rate of Investment Return Beginning of Year	7.50%
Long-Term Expected Rate of Investment Return Beginning of Year	7.00%
Long-Term Municipal Bond Rate Beginning of Year* (if applicable)	3.78%
Long-Term Municipal Bond Rate End of Year* (if applicable)	3.44%

* Bond Buyer 20 year muni rate index



Discussion

Accounting Standard

For pension plans that are administered through trusts or equivalent arrangements, Governmental Accounting Standards Board (“GASB”) Statement No. 67 establishes standards of financial reporting for separately issued financial reports and specifies the required approach for measuring the pension liability. Similarly, GASB statement No. 68 established standards for state and local government employers to account for and disclose the net pension liability, pension expense, and other information associated with providing retirement benefit to their employees (and former employees) on their basic financial statements. Statement No. 67/68 applies to the Fund for the 2017 yearend.

Financial Statements

GASB Statement No. 68 requires state or local governments to recognize the net pension liability and the pension expense on their financial statements. The net pension liability is the difference between the total pension liability and the plan’s fiduciary net position. In traditional actuarial terms, this is analogous to the accrued liability less the market value of assets (not the smoothed actuarial value of assets that is often encountered in actuarial valuation performed to determine the employer’s contribution requirements).

The pension expense recognized each fiscal year is equal to the change in the net pension liability from the beginning of the year to the end of the year, adjusted for deferred recognition of the liability and investment experience.

Pension plans that prepare their own stand-alone financial statements are required to present two financial statements – a *statement of fiduciary net position* and a *statement of changes in fiduciary net position* in accordance with GASB Statement NO. 67. The statement of fiduciary net position presents the asset and liabilities of the pension plan at the end of the pension plan’s reporting period. The statement of changes in fiduciary net position presents the additions, such as contributions and investment income, and deductions, such as benefit payments and expense and net increase or decrease in the fiduciary net position.

Notes to Financial Statements

GASB Statement No. 68 requires the notes of the employer’s financial statements to disclose the total pension expense, the pension plan’s liabilities and assets and deferred outflows and inflows of resources related to pensions.



Discussion

GASB Statement Nos. 67 and 68 require the notes of the financial statements for the employers and pension plans, to include certain additional information. The list of disclosure items should include:

- A description of benefits provided by the plan
- The type of employees and number of members covered by the pension plan
- A description of the plan's funding policy, which includes member and employer contribution requirements
- The pension plan's investment policies
- The pension plan's fiduciary net position, net pension liability and the pension plan's fiduciary net position as a percentage of the total pension liability
- Significant assumptions and methods used to calculate the total pension liability
- Inputs to the discount rates
- Certain information about mortality assumptions and the date of experience studies

Retirement systems that issue stand-alone financial statements are required to disclose additional information in accordance with GASB Statement No. 67:

- The compositions of the pension plan's board and the authority under which benefit terms may be amended
- A description of how fair value is determined
- Information regarding certain reserves and investment, which include concentrations of investments greater than or equal to 5%, receivables, and insurance contracts excluded from plan assets.

Required Supplementary Information

GASB Statement No. 67 requires a 10-year fiscal history* of:

- Sources of changes in the net pension liability
- Information about the components of the net pension liability and related ratios, including the pension plan's fiduciary net position as a percentage of the total pension liability and the net pension liability as a percent of covered employee payroll
- Comparison of the actual employer contributions to the actuarially determined contributions based on the plan's funding policy.

*These tables may be built prospectively as information becomes available.



Calculation of the Single Discount Rate

GASB Statement NO. 67 includes a specific requirement for the discount rate that is used for the purpose of the measurement of the Total Pension Liability. This rate considers the ability of the fund to meet benefit obligations in the future. To make this determination, employer contributions, employee contributions, benefit payments, expenses and investment returns are projected into the future. The Plan Net Position (assets) in future years can then be determined and compared to its obligation to make benefit payments in those years. As long as assets are projected to be on hand in a future year, the assumed valuation discount rate is used. In years where assets are not projected to be sufficient to meet benefit payments, the use of a “risk free” rate is required, such as a tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating.

For the purpose of this valuation under GASB 67, the expected rate of return on pension plan investments is 7.00% per year, and the municipal bond rate, if applicable, is 3.78% at 12/31/2016 and 3.44% at 12/31/2017. The cash flow projection under the 7.00% discount rate was sufficient to provide benefits for all future years.

Contribution Policy

The single discount rate is determined based upon the projection of assets, investment return, benefit payments and contributions. The contribution policy assumed for this valuation is that the employer will contribute an amount equal to the employee normal cost under the Projected Unit Credit method plus the amount to amortize 100% of the unfunded liability over closed 30 year period (remaining period 24 years) as a level percent of payroll.

Measurement of the Net Pension Liability

The net pension liability is to be measured as the total pension liability, less the amount of the pension plan’s fiduciary net positions. Using more familiar actuarial terms, this will be the accrued liability less the market value of assets.

Timing of the Valuation

An actuarial valuation to determine the total pension liability is required to be performed at least once every two years. The net pension liability and pension expense should be measured as of the pension plan’s fiscal year end (measurement date) on a date that is within the employer’s prior fiscal year. If the actuarial valuation used to determine the total pension liability is required to be rolled forward from the actuarial valuation date to the measurement date.

The total pension liability shown in this report is based on an actuarial valuation performed as of December 31, 2017, and a measurement date of December 31, 2017.



SECTION 1: FINANCIAL STATEMENTS

Statements of Fiduciary Net Position Fiscal Periods Ended December 31, 2017 and December 31, 2016

Item	Plan Year Ending	
	12/31/2017	12/31/2016
1. Investments at Fair Value:		
a. Cash and Cash equivalents	\$ 0	\$ 751,515
b. Money Market Mutual Funds	1,638,701	972,492
c. Municipal Bonds	3,243,540	2,281,778
d. Corporate Bonds	0	0
e. US Government and Agency Bonds	1,086,303	1,271,362
f. Common and Preferred Stocks	726,157	0
g. Insurance Contracts (at contract value):	0	394,637
h. Mutual Funds	12,521,284	11,470,976
i. Accrued Interest and receivables	793,532	746,328
j. Other	2,560	1,748
Total Assets (a + b + c + d + e + f + g + h + i + j)	<u>\$ 20,012,077</u>	<u>\$ 17,890,836</u>
2. Liabilities:		
a. Expenses Payable	\$ 2,418	\$ 1,077
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	0
d. Total Liabilities	<u>\$ 2,418</u>	<u>\$ 1,077</u>
3. Net Market Value of Assets Available for Benefits: (1j – 2c)	\$ 20,009,659	\$ 17,889,759



SECTION 1: FINANCIAL STATEMENTS

Statements of Changes in Fiduciary Net Position Fiscal Periods Ended December 31, 2017 and December 31, 2016

Item	Plan Year Ending	
	12/31/2017	12/31/2016
Additions		
Contributions		
Employer	\$ 1,086,963	\$ 1,050,931
Plan Member	\$ 328,752	311,402
Other - Beginning of year Adjustment	\$ 0	350
Total Contributions	\$ 1,415,715	\$ 1,362,683
Investment Income		
Realized Gain/(Loss)	\$ (3,601)	\$ (9,336)
Unrealized Gain/(Loss)	\$ 1,917,429	722,671
Interest	\$ 171,509	156,404
Dividends	\$ 553,122	320,216
Other Income	\$ 9,761	2,676
Investment Expenses	\$ (26,831)	(24,169)
Net Investment Income	\$ 2,621,389	1,168,462
Total additions	\$ 4,037,104	\$ 2,531,145
Deductions		
Benefits	\$ 1,761,314	\$ 1,289,737
Refunds	\$ 121,815	0
Administrative and Investment Expenses	\$ 34,075	30,303
Total deductions	\$ 1,917,204	\$ 1,320,040
Total increase (decrease)	\$ 2,119,900	\$ 1,211,105
Net Fiduciary Position		
Beginning of period	\$ 17,889,759	\$ 16,678,654
End of period	<u>\$ 20,009,659</u>	<u>\$ 17,889,759</u>



Schedules of required Supplementary Information

Additional Notes to Schedule of Changes in Net Pension Liability and Related Ratios Multiyear

Beginning of year total pension liability for fiscal year 2016 uses a Single Discount Rate of 7.50% and the benefit provisions in effect as of the January 1, 2017 funding valuation. The Single Discount Rate of 7.50% was based on a long-term expected rate of return on pension plan investments of 7.50% used in the December 31, 2016 funding valuation and if applicable, a long-term municipal bond rate as of December 31, 2016 of 3.78%.

End of year total pension liability for fiscal year 2017 uses a Single Discount Rate of 7.00% and the benefit provisions in effect as of the December 31, 2017 funding valuation. The Single Discount Rate of 7.00% was based on a long-term expected rate of return on pension plan investments of 7.00% used in the December 31, 2017 funding valuation and if applicable, a long-term municipal bond rate as of December 31, 2017 of 3.44%.



SECTION 2: GASB STATEMENT NO. 67 - FYE 2016 DISCLOSURE

Financial Reporting Under GASB 67/68

Schedules of Required Supplementary Information Schedule of Changes in the Net Pension Liability and Related Ratios Multiyear

Fiscal Year Ending December 31,	12/31/2017	12/31/2016
Total Pension Liability		
Service Cost	\$ 711,470	\$ 663,256
Interest on the Total Pension Liability	2,301,152	2,183,913
Benefit Changes	0	0
Differences Between Expected and Actual Experience	35,248	173,431
Assumption Changes	2,285,159	87,767
Benefit Payments	(1,761,314)	(1,289,737)
Refunds	(121,815)	-
Net Change in Total Pension Liability	\$ 3,449,900	\$ 1,818,630
Total Pension Liability - Beginning	\$ 31,636,074	\$ 29,817,444
Total Pension Liability - Ending	\$ 35,085,974	\$ 31,636,074
Plan Fiduciary Net Position		
Employer Contributions	\$ 1,086,963	\$ 1,050,931
Employee Contributions	328,752	311,402
Pension Plan Net Investment Income	2,621,389	1,168,462
Adjustment to Beginning Balance	0	350
Benefit Payments & Refunds	(1,883,129)	(1,289,737)
Other	0	0
Pension Plan Administrative Expense	(34,075)	(30,303)
Net Change in Plan Fiduciary Net Position	\$ 2,119,900	\$ 1,211,105
Plan Fiduciary Net Position - Beginning	\$ 17,889,759	\$ 16,678,654
Plan Fiduciary Net Position - Ending	\$ 20,009,659	\$ 17,889,759
Net Pension Liability - Ending	\$ 15,076,315	\$ 13,746,315
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	57.03%	56.55%
Covered-employee payroll	\$ 3,273,745	\$ 3,190,246
Net Pension Liability as a Percentage of Covered-Employee Payroll	460.52%	430.89%
Notes to Schedule	10 fiscal years to be built prospectively	



SECTION 2: GASB STATEMENT NO. 67 - FYE 2016 DISCLOSURE

Financial Reporting Under GASB 67/68

Schedules of Required Supplementary Information Schedule of the Net Pension Liability Multiyear

Fiscal Period Ending	Total Pension Liability	Plan Net Position	Net Pension Liability	Plan Net Position as a % of Total Pension Liability	Covered Payroll	Net Pension Liability as a % of Covered Payroll
12/31/2017	\$ 35,085,974	\$ 20,009,659	\$ 15,076,315	57.03%	\$ 3,273,745	460.52%
12/31/2016	\$ 31,636,074	\$ 17,889,759	\$ 13,746,315	56.55%	\$ 3,190,246	430.89%
12/31/2015	\$ 29,817,444	\$ 16,678,654	\$ 13,138,790	55.94%	\$ 2,891,359	454.42%
12/31/2014	\$ 28,970,193	\$ 16,735,412	\$ 12,234,781	57.77%	\$ 2,960,503	413.27%



SECTION 2: GASB STATEMENT NO. 67 - FYE 2016 DISCLOSURE

Financial Reporting Under GASB 67/68

Schedules of Contributions Multiyear Last 10 Fiscal Years

Fiscal Period Ending	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll	Statutory Contribution	Statutory Contribution Deficiency/ (Excess)
12/31/2017	\$ 1,156,668	\$ 1,086,963	\$ 69,705	\$ 3,273,745	33.20%	\$ 957,573	\$ (129,390)
12/31/2016	\$ 1,049,682	\$ 1,050,931	\$ (1,249)	\$ 3,190,246	32.94%	\$ 917,063	\$ (133,868)
12/31/2015	\$ 895,119	\$ 897,887	\$ (2,768)	\$ 2,891,359	31.05%	\$ 859,106	\$ (38,781)
12/31/2014	\$ 887,911	\$ 895,110	\$ (7,199)	\$ 2,960,503	30.24%	\$ 783,505	\$ (111,605)

Notes:

⁽¹⁾ 10 fiscal years will be built prospectively

⁽²⁾ The Village's funding policy is to contribute the tax levy amount (actuarially determined contribution) determined based upon the prior year's actuarial valuation. The Actuarially Determined Contribution reflects prior year valuation result.



SECTION 2: GASB STATEMENT NO. 67 - FYE 2016 DISCLOSURE

Notes to Schedule of Contributions

Summary of Actuarial Assumptions and Methods Used For Accounting GASB 67 Purposes as of The Valuation Date

Item	Assumption
Actuarial Valuation Date	December 31, 2017
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value
Actuarial Assumptions:	
Investment Rate of Return	7.00%
Projected Salary Increases	5.00%
Cost-of-Living Increases	3.00%
Retirement Age	Graded by age (14% at 50 to 100% at age 65)
Mortality	RP2000 projected to the valuation date with Blue Collar Adjustment

Summary of Actuarial Assumptions and Methods Used For Actuarially Determined Contribution

Item	Assumption
Actuarial Valuation Date	January 1, 2016 ⁽¹⁾
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Pay, closed 30 years (23 years remaining)
Asset Valuation Method	Smoothed (5 Years)
Actuarial Assumptions:	Same as above

⁽¹⁾ The Actuarially Determined Contribution is determined based upon the January 1 valuation date, but the amount is not contributed until the following fiscal year based upon the tax levy.



SECTION 3: NOTES TO FINANCIAL STATEMENTS

Calculation of the Single Discount Rate

A Single Discount rate of 7.00% was used to measure the total pension liability. This Single Discount Rate was based upon an expected rate of return on pension plan investment of 7.00% and a municipal bond rate of 3.44%. The projection of cash flows used to determine this Single Discount Rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the actuarially determined contribution policy. Based upon these assumptions, the pension plan's fiduciary net position and future contributions were sufficient to finance the benefit payments through the year 2107.

Sensitivity of Net Pension Liability to Changes in the Discount Rate

- a discount rate that is 1 percentage point higher than the discount rate used for the actuarial valuation and
- a discount rate that is 1 percentage point lower than the discount rate used for the valuation.

The sensitivity of the net pension liability to changes in the Single Discount rate is presented in the below table. The table presents the plan's net pension liability, calculated using a Single Discount Rate of 7.00%, as well as what the plan's net pension liability would be if it were calculated using a Single Discount Rate that is 1-percentage-point lower or 1-percentage point higher:

Changes in Net Pension Liability

Item	1 % Decrease	Current Discount Rate	1% Increase
Police Retirement Plan Net Pension Liability	\$20,295,356	\$15,076,315	\$10,814,079

GASB Statement NO. 67 includes a specific requirement for the discount rate that is used for the purpose of the measurement of the Total Pension Liability. This rate considers the ability of the fund to meet benefit obligations in the future. To make this determination, employer contributions, employee contributions, benefit payments, expenses and investment returns are projected into the future. The Plan Net Position (assets) in future years can then be determined and compared to its obligation to make benefit payments in those years. As long as assets are projected to be on hand in a future year, the assumed valuation discount rate is used. In years where assets are not projected to be sufficient to meet benefit payments, the use of a "risk free" rate is required, such as a tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating.

For the purpose of this valuation under GASB 67, the expected rate of return on pension plan investments is 7.00% per year, and the municipal bond rate is 3.44% at yearend.



SECTION 3: NOTES TO FINANCIAL STATEMENTS

Participant Data

Item	As of 1/1/2018		
	Tier 1	Tier 2	Total
Active Members			
Vested	23	0	23
Non-Vested	<u>1</u>	<u>11</u>	<u>12</u>
Total Actives	24	11	35
Terminated Members entitled to future benefits	8	2	10
Retired Members	16	0	16
Surviving Spouses	4	0	4
Minor Dependent	0	0	0
Disabled Participants	<u>7</u>	<u>0</u>	<u>7</u>
Total	59	13	72

AGE AND SERVICE DISTRIBUTION AS OF JANUARY 1, 2018

Active Employee Participants

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24										0
25 - 29	5	2								7
30 - 34	4	4								8
35 - 39			2	2						4
40 - 44		1		5						6
45 - 49				4						4
50 - 54				1		2				3
55 - 59				2			1			3
60 - 64										0
75 & Over										0
Total	9	7	2	14	0	2	1	0	0	35

Average Age: 39.3 years

Average Length of Service: 12.3 years



SECTION 4: GASB STATEMENT NO. 68 - FYE 2017 PENSION EXPENSE

Pension Expense Fiscal Year Ending December 31, 2017

Pension Expense	
Expense	
1. Service Cost	\$ 711,470
2. Administrative Expense	34,075
3. Interest on the Total Pension Liability	2,301,152
4. Current-Period Benefit Changes	0
5. Employee Contributions	328,752
6. Projected Earnings on Plan Investments	1,321,920
7. Other Changes in Plan Fiduciary Net Position	0
8. Recognition of Outflow (Inflow) of Resources due to Liabilities	338,988
9. Recognition of Outflow (Inflow) of Resources due to Assets	5,230
Total Pension Expense (1) + (2) + (3) + (4) - (5) - (6) - (7) + (8) + (9)	\$ 1,740,243
Reconciliation of Net Pension Liability	
1. Net Pension Liability Beginning of Year	\$ 13,746,315
2. Pension Expense	1,740,243
3. Employer Contributions	1,086,963
4. Deferred Investment Experience (inflows)/outflows	(1,304,699)
5. Deferred Liability Experience (inflows)/outflows	116,556
6. Deferred Assumption Changes (inflows)/outflows	1,864,863
Net Pension Liability End of Year (1) + (2) - (3) + (4) + (5) + (6)	\$ 15,076,315



SECTION 4: GASB STATEMENT NO. 68 - FYE 2017 PENSION EXPENSE

Schedule of Outflows and Inflows of Resources

A. Change in Outflows and (Inflows) of Resources during Current Plan Year				
Experience (Gain) / Loss	Balance at Beginning of Year	Amortization Factor	Amortization	Balance at End of Year
1. Difference between expected and actual non-investment experience	\$ 35,248	5.6535	\$ 6,235	\$ 29,013
2. Assumption Changes	2,285,159	5.6535	404,205	1,880,954
3. Difference between expected and actual investment earnings	<u>(1,299,469)</u>	5.0000	<u>(259,894)</u>	<u>(1,039,575)</u>
4. Total	\$ 1,020,938		\$ 150,546	\$ 870,392

B. Outflows and Inflows of Resources by Source to be recognized in Current Pension Expense			
	Outflows of Resources	Inflows of Resources	Net Outflows (Inflows) of Resources
1. Difference between expected and actual non-investment experience	\$ 38,031	\$ (119,339)	\$ (81,308)
2. Assumption Changes	420,296	0	420,296
3. Difference between expected and actual investment earnings	<u>265,124</u>	<u>(259,894)</u>	<u>5,230</u>
4. Total	\$ 723,451	\$ (379,233)	\$ 344,218

C. Deferred Outflows and Deferred Inflows of Resources by Source to be recognized in Future Pension Expenses			
	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Outflows (Inflows) of Resources
1. Difference between expected and actual non-investment experience	\$ 138,852	\$ (359,066)	\$ (220,214)
2. Assumption Changes	1,936,539	0	1,936,539
3. Difference between expected and actual investment earnings	<u>546,873</u>	<u>(1,039,575)</u>	<u>(492,702)</u>
4. Total	\$ 2,622,264	\$ (1,398,641)	\$ 1,223,623

D. Deferred Outflows and Inflows of Resource by Year to be recognized in Future Pension Expenses			
Year Ending	Net Deferred Outflows of Resources	Net Deferred Inflows of Resources	
June 30			
2018	\$ 723,451	\$ (379,233)	
2019	723,451	(379,233)	
2020	474,950	(379,233)	
2021	432,205	(260,942)	
2022	268,207	-	
Thereafter	-	-	
Total	\$ 2,622,264	\$ (1,398,641)	



SECTION 5: CALCULATION OF SINGLE DISCOUNT RATE

Development of Single Discount Rate

Year	Accrued Liability	Benefit Payments	Contribution	Market Value of Assets
2017	35,085,974	1,416,299	1,394,682	19,552,809
2018	36,910,848	1,500,079	1,416,033	21,245,514
2019	38,751,001	1,623,017	1,441,904	22,981,831
2020	40,570,844	1,739,644	1,471,698	24,729,500
2021	42,378,085	1,831,771	1,504,926	26,500,985
2022	44,199,540	1,988,872	1,541,032	28,328,800
2023	45,970,197	2,105,245	1,568,719	30,151,326
2024	47,713,569	2,228,331	1,605,703	31,999,496
2025	49,429,611	2,358,589	1,649,471	33,878,917
2026	51,115,659	2,495,394	1,685,415	35,792,270
2027	52,746,928	2,698,724	1,725,792	37,723,497
2028	54,252,414	2,834,718	1,772,492	39,606,893
2029	55,697,470	2,993,904	1,820,877	41,518,542
2030	57,051,108	3,144,581	1,866,249	43,436,901
2031	58,305,973	3,292,526	1,918,540	45,364,977
2032	59,463,153	3,463,068	1,975,684	47,314,466
2033	60,494,862	3,608,505	2,039,231	49,269,551
2034	61,422,470	3,759,087	2,099,969	51,265,096
2035	62,222,945	3,937,743	2,167,972	53,291,113
2036	62,864,979	4,062,965	2,237,306	55,329,236
2037	63,389,591	4,206,610	2,308,109	57,437,647
2038	63,769,936	4,360,709	2,378,599	59,602,658
2039	63,986,522	4,541,813	2,433,559	61,815,015
2040	63,997,550	4,650,061	55,382	64,032,586
2041	63,863,446	4,739,013	223,824	63,728,510
2042	63,599,382	4,851,669	203,369	63,471,399
2043	63,171,838	4,962,744	197,020	63,038,634
2044	62,572,086	5,053,912	189,747	62,434,267
2045	61,808,902	5,103,856	185,590	61,667,891
2046	60,922,206	5,182,546	182,731	60,777,573
2047	59,875,130	5,210,806	179,446	59,727,351
2048	58,709,687	5,251,411	174,879	58,560,831
2049	57,406,915	5,268,768	172,682	57,256,433
2050	55,985,029	5,259,430	171,110	55,833,135
2051	54,465,293	5,263,462	168,447	54,313,234
2052	52,827,641	5,221,959	166,811	52,675,472
2053	51,113,523	5,172,571	164,700	50,961,941
2054	49,326,185	5,114,324	161,617	49,176,294
2055	47,470,848	5,046,979	159,409	47,322,401
2056	45,553,718	4,972,068	157,169	45,406,872
2057	43,578,318	4,887,750	154,341	43,434,074
2058	41,552,068	4,795,648	152,321	41,409,712
2059	39,479,485	4,694,693	149,215	39,340,032
2060	37,366,484	4,583,590	145,853	37,230,173
2061	35,220,766	4,461,243	142,159	35,087,907
2062	33,051,684	4,326,336	138,076	32,922,641
2063	30,870,630	4,177,993	133,581	30,745,788
2064	28,690,702	4,015,790	128,646	28,570,472
2065	26,526,374	3,840,190	123,278	26,411,161
2066	24,392,662	3,652,513	117,503	24,282,846
2067	22,304,283	3,453,877	111,385	22,200,185
2068	20,275,791	3,246,074	104,923	20,177,732
2069	18,320,964	3,032,230	98,250	18,229,142
2070	16,451,267	2,814,680	91,425	16,365,823



SECTION 5: CALCULATION OF SINGLE DISCOUNT RATE

Year	Accrued Liability	Benefit Payments	Contribution	Market Value of Assets
2071	14,676,550	2,595,334	84,532	14,597,548
2072	13,005,345	2,376,748	77,604	12,932,818
2073	11,444,184	2,162,087	70,784	11,378,031
2074	9,996,721	1,952,930	64,117	9,936,799
2075	8,665,222	1,750,447	57,648	8,611,345
2076	7,450,890	1,556,354	51,409	7,402,844
2077	6,353,260	1,372,774	45,484	6,310,752
2078	5,369,606	1,200,424	39,913	5,332,304
2079	4,496,244	1,039,509	34,695	4,463,819
2080	3,729,029	890,997	29,847	3,701,135
2081	3,062,537	755,840	25,416	3,038,784
2082	2,489,957	634,305	21,413	2,469,945
2083	2,003,720	526,310	17,840	1,987,047
2084	1,595,805	431,608	14,689	1,582,077
2085	1,257,890	349,891	11,953	1,246,719
2086	981,383	280,445	9,616	972,396
2087	757,826	222,215	7,649	750,677
2088	579,260	174,085	6,014	573,639
2089	438,329	134,926	4,677	433,958
2090	328,332	103,468	3,598	324,969
2091	243,416	78,499	2,739	240,856
2092	178,581	58,942	2,063	176,653
2093	129,595	43,807	1,538	128,158
2094	92,962	32,219	1,135	91,901
2095	65,849	23,420	829	65,074
2096	46,015	16,803	597	45,457
2097	31,696	11,890	425	31,299
2098	21,499	8,279	296	21,222
2099	14,356	5,672	203	14,166
2100	9,436	3,825	139	9,306
2101	6,100	2,535	93	6,013
2102	3,877	1,648	60	3,821
2103	2,425	1,051	39	2,389
2104	1,496	664	25	1,473
2105	906	413	15	892
2106	538	250	10	529
2107	313	149	4	309

