

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Amando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA

6:30 PM July 17, 2018

Or Immediately Following the Committee of the Whole Meeting

- 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. *June 26, 2018 Village Board Minutes*
- VI. WARRANT
 1. *Warrant report 07-17-18 18/13 \$2,092,241.32*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *Resolution Approving a Risk Management and Insurance Service Agreement with Mesirow Insurance Services, Inc.*
 2. *Resolution Authorizing a Contribution to the Suburban O'Hare Commission (SOC) in the Amount of \$10,000 per Year for the Next Three Years for the Purposes of a Consulting Services Agreement with Joseph Del Balzo Associates Inc. (JDA)*
 - B. Community and Economic Development
 1. *A Resolution Approving a Façade Improvement Program Grant in the Not-to-Exceed Amount of \$2,750 for Joey C's Deli at 18 S. Addison Street, Bensenville*
 2. *Ordinance Approving Amedment to Final Planned Unit Development to install signage for MTR LLC at 900-930 County Line Road, Bensenville*
 3. *An Ordinance Denying Preliminary & Final Plat of Subdivision for Ismail*

Tchatalbashev at 121 E. Pine Avenue, Bensenville

4. *An Ordinance Rescinding Approval of a Preliminary Plan for a Planned Unit Development To Construct Thirty - Seven Single Family Homes for the Property Commonly Known as 770 - 830 South John Street*

C. Finance – No Report

D. Police Department – No Report

E. Public Works

1. *Resolution Authorizing the Execution of a Contract with Spear Landscaping, Inc. for the Senior / Disabled Grass Cutting Program*

F. Recreation – No Report

IX. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

- A. A Resolution Approving the Settlement of a Worker's Compensation Claim in the Amount of \$33,500

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Corey Williamsen**DATE:**July 17, 2018**DESCRIPTION:**June 26, 2018 Village Board Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_170626_VB

Upload Date

7/9/2018

Type

Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
June 26, 2018

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

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

Carmona, Franz, Lomax, Panicola, Perez

Absent: Jaworska

A quorum was present.

Staff Present: E. Summers, J. Caracci, G. Ferguson, T. Finner, F. Kosman, M. Ribando, D. Schultz, S. Skurski, A. Thakkar, S. Viger, C. Williamsen

Motion: Trustee Carmona made a motion to move the Proclamation of Special Recognition to the Beyond Dreams Teen Club in Bensenville to this portion of the Meeting. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

Proclamation: President DeSimone read and presented a Proclamation of Special Recognition to the Beyond Dreams Teen Club in Bensenville.

Motion: Trustee Perez made a motion to approve the proclamation as read. Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Presentation: Beth Marchetti, Executive Director for the DuPage Convention Visitor's Bureau presented to the Village Board highlighting upcoming events throughout DuPage.

PUBLIC COMMENT: There was no public comment.

**APPROVAL OF
MINUTES:**

3. The June 12, 2018 Village Board Meeting minutes were presented.

Motion:

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

All were in favor. Motion carried.

**WARRANT NO.
18/12:**

4. President DeSimone presented **Warrant No. 18/12** in the amount of \$2,037,992.50.

Motion:

Trustee Franz made a motion to approve the warrants as presented. Trustee Lomax seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Motion:

5. Trustee Perez made a motion to approve the Consent Agenda as presented. Trustee Lomax seconded the motion.

All were in favor. Motion carried.

**Ordinance No.
21-2018:**

An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works Projects in the Village of Bensenville. (Consent Agenda)

**Resolution No.
R-80-2018:**

Resolution Approving a Facility Usage License Agreement with Robert Morris University. (Consent Agenda)

**Ordinance No.
22-2018:**

An Ordinance Approving Conditional Use Permit (Electronic Message Center sign) and Variance (EMC sign percentage) for Zion Evangelical Lutheran Church, located at 865 South Church Road. (Consent Agenda)

Ordinance No.
23-2018:

An Ordinance Approving Conditional Use Permit (Electronic Message Board Sign) and Variances (Monument Sign Height and Number permitted and Wall Sign number permitted) for Amoco, Inc. at 101 W. Irving Park Road. (Consent Agenda)

Ordinance No.
24-2018:

Ordinance Approving Variance (Fence in corner side yard) for Celia Fernandez, located at 202 South Mason Street. (Consent Agenda)

Resolution No.
R-81-2018:

Resolution to Pay the Annual Northeast DuPage Family and Youth Services (NEDFYS) Contribution of \$20,000. (Consent Agenda)

Ordinance No.
25-2018:

Ordinance Authorizing the Donation of Unclaimed Personal Property (Bicycles) Currently in the Custody of the Bensenville Police Department. (Consent Agenda)

Ordinance No.
26-2018:

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 Side of Entry Drive from James Street to Williams Street. (Consent Agenda)

Resolution No.
R-82-2018:

Resolution Authorizing the Execution of Change Order No. 2 (FINAL) with R.W. Dunteman Company for a Decrease of \$3,570.51 for the Downtown Streetscape Project – North Half for a Revised Contract Cost of \$2,119,295.49. (Consent Agenda)

Resolution No.
R-83-2018:

Resolution Authorizing the Execution of Change Order No. 1 (FINAL) with Utility Dynamics, Inc for a Decrease of \$4,248.90 for the 2017 CDBG Annual Residential Streetlight Project for a Revised Contract Cost of \$183,992.10. (Consent Agenda)

Resolution No.
R-84-2018:

Resolution Authorizing the Final Village Participation Costs for the Construction of Elgin O'Hare Western Access Contract I-15-4644 (E02-2R) in the Not-to-Exceed Amount of \$344,764.90. (Consent Agenda)

Ordinance No.
27-2018:

An Ordinance Approving an Amendment to Preliminary Planned Unit Development and Final Planned Unit Development for Valinvest Holding, LLC, located at 720 East Green Street. (Consent Agenda)

Resolution No.
R-85-2018:

Resolution Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for the 2018 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$31,369. (Consent Agenda)

Resolution No.
R-86-2018:

Resolution Entering Into a Crossing Improvement Agreement with Metra as it Relates to the Church Road TAP-TCM Project. (Consent Agenda)

Resolution No.
R-87-2018:

Resolution Authorizing the Execution of a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project. (Consent Agenda)

Resolution No.
R-88-2018:

Resolution Approving a Donation of the Necessary Right of Way, Permanent, and Temporary Easements for the Benefit of the Church Road TAP-TCM Project. (Consent Agenda)

Resolution No.
R-89-2018:

Resolution Authorizing Appropriating the Required Local Match Funds in the Amount of \$440,609 for the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project. (Consent Agenda)

Resolution No.
R-90-2018:

Resolution Authorizing the Purchase of an Anti-Ice Apparatus from Henderson Products, Inc. as Part of the Tollway's Chloride Reduction Grant in the Not-to-Exceed Amount of \$19,982.88. (Consent Agenda)

Resolution No.
R-91-2018:

Resolution Authorizing the Execution of a Contract with The Detroit Salt Company, LLC for the Purchase of 500 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$33,575. (Consent Agenda)

Resolution No.
R-92-2018:

Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Grass Cutting Program. (Consent Agenda)

Resolution No.
R-93-2018:

Resolution Authorizing a Supplement in the Amount of \$98,803 for the Design Engineering Services with Robinson Engineering Ltd. (REL) for the Downtown Streetscape Project – South Half for a Revised Contract Amount of \$244,275. (Consent Agenda)

Resolution No.
R-94-2018:

Resolution Authorizing Entering into a Cost Participation Agreement in the Not-to-Exceed Amount of \$50,000 with Dayton Street Partners, LLC of Chicago, IL to Extend the Public Watermain Through a Private Property as Part of the Upcoming Private Development at 1055 Sesame St, Bensenville, IL. (Consent Agenda)

Resolution No.
R-95-2018:

A Resolution Receiving and Placing on File the Village of Bensenville Comprehensive Annual Financial Report (CAFR) and Management Letter for Fiscal Year End December 31, 2017. (Consent Agenda)

Resolution No.
R-96-2018:

Resolution Approving a Lobbying Services Agreement with Alfred G. Ronan Ltd. and the Village of Bensenville. (Consent Agenda)

Resolution No.
R-97-2018:

Resolution Authorizing the Payment of the DMMC Annual Membership Dues for 2018/2019 for the Village of Bensenville. (Consent Agenda)

Motion:

Trustee Perez made a motion to approve the Consent Agenda as amended. Trustee Lomax seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-98-2018:**

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-98-2018** entitled a **Resolution Renewing and Adopting the DuPage County Natural Hazards Mitigation Plan as an Official Plan of the Village of Bensenville.**

There were no questions from the Village Board.

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

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President DeSimone thanked all for their participation during a successful second annual car seat giveaway event held on June 23rd.

President DeSimone reminded all of Music in the Park.

President DeSimone reminded all of Liberty Fest.

President DeSimone reminded all of Public Works open house on July 7th.

Proclamation: President DeSimone read and presented a Proclamation Declaring July 7, 2018 Arbor Day in the Village of Bensenville.

Motion: Trustee Perez made a motion to approve the proclamation as read. Trustee Franz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

MANAGERS

REPORT:

Village Manager, Evan Summers, announced vehicle stickers are currently on sale and must be displayed by July 1st.

Mr. Summers announced Village President Frank DeSimone, Village Manager Evan K. Summers & Police Chief Frank Kosman welcomed Cónsul General Billy Adolfo Josè Munoz Miranda & Vice Cónsul Brenda Pax de Ghassemi from the Consulate General of Guatemala. Mr. Summers stated they were presented keys to the Village as a symbol of friendship and prosperity.

Mr. Summers announced there will be a one meeting night in July. My Summers stated both the Committee of the Whole and Village Board Meeting will be held on July 17th beginning at 6:00 p.m.

VILLAGE ATTORNEY

REPORT:

Village Attorney, Joseph Montana, had no report.

EXECUTIVE

SESSION:

Village Attorney, Joseph Montana, stated there was not a need for Executive Session.

ADJOURNMENT:

Trustee Franz made a motion to adjourn the meeting. Trustee Panicola seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:05 p.m.

Nancy Quinn
Village Clerk

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

TYPE:Warrant**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance**DATE:**07/17/2018**DESCRIPTION:**Warrant report 07-17-18 18/13 \$2,092,241.32**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

Approve Warrant report 07-17-18 18/13 \$2,092,241.32

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

Warrant report 07-17-18 18/13 \$2,092,241.32

7/11/2018

Backup Material

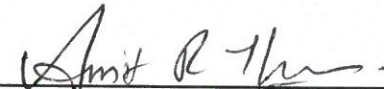
VILLAGE OF BENSENVILLE WARRANT 18/13

July 17, 2018

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



EVAN K SUMMERS
VILLAGE MANAGER



AMIT THAKKAR
DIRECTOR OF FINANCE

Approved by the Board of Trustees on July 17, 2018 hereby authorizing the Director of Finance to disburse \$ 2,092,241.32 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
1ST AYD CORPORATION									
3047									
PSI197299	BRAKE PARTS CLEANER	ELGIN	20182187	07/04/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$108.29	0
								108.29	
7 LAYER SOLUTIONS INC									
1093									
2909	VOICE SERVICES MAINT.AGREEME	SCHAUMBURG	20182241	07/31/2018	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$11,167.00	0
2912	VOICE SERVICES MAINT.AGREEME	SCHAUMBURG	20182241	07/31/2018	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$500.00	0
								11,667.00	
A- APPRAISALS									
13235									
PRV18-65	A-APPRAISALS - COMMERCIAL LAN	LAKE ZURICH	20182306	07/26/2018	11060110-532100	CD	PROFESSIONAL SERVICES	\$1,200.00	0
								1,200.00	
A C S ENTERPRISES INC									
505									
176074	HVAC FILTERS FOR ALL BUILDINGS	CHICAGO	20180099	07/13/2018	11050440-542110	PW	R&M BUILDING	\$588.75	0
								588.75	
ACTION PLASTICS, INC.									
9016									
54804	(2) CLEAR POLYCARBONATE/DASH	BENSENVILLE	20182126	07/08/2018	11174100-542170	SF	R&M ICE RINKS	\$252.00	0
								252.00	
ADDISON & ASSOCIATES SECURITY L									
12032									
7/3/2018	LIBERTYFEST SECURITY	GLENVIEW	20182288	07/18/2018	11070110-577013	CR	LIBERTY FEST	\$279.00	0
								279.00	
ADVANCE AUTO									
808									
8751815274220	COILS/SPARK PLUGS-SQ #327-INV	BENSENVILLE	20182092	07/01/2018	11040110-542410	PD	R&M VEHICLES	\$62.72	0
8751816229388	REPAIR TO SQUAD #315-INV #8751	BENSENVILLE	20182237	07/11/2018	11040110-542410	PD	R&M VEHICLES	\$60.34	0
8751816637183	PARTS	BENSENVILLE	20182166	07/15/2018	11050420-542410	PW	R & M VEHICLES	\$26.72	0
8751816637184	PARTS	BENSENVILLE	20182166	07/15/2018	11050420-542410	PW	R & M VEHICLES	\$40.54	0
8751816774571	HEADLAMP BULB-SQ #304-INV #8751	BENSENVILLE	20182238	07/16/2018	11040110-542410	PD	R&M VEHICLES	\$6.50	0
8751816937423	PARTS	BENSENVILLE	20182166	07/18/2018	11050420-542410	PW	R & M VEHICLES	\$99.99	0
8751817074612	PARTS	BENSENVILLE	20182166	07/19/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$69.60	0
8751817074613	CREDIT	BENSENVILLE		06/19/2018	11050430-542410	FN	R&M VEHICLES	\$-26.72	0
8751817074614	CREDIT	BENSENVILLE		07/19/2018	11050430-542410	FN	R&M VEHICLES	\$-24.47	0
875185548586	2 HEADLIGHTS-SQ #304-INV #8751	BENSENVILLE	20182091	07/20/2018	11040110-542410	PD	R&M VEHICLES	\$15.38	0
								330.60	

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FOR CHECKS DATED: 7/17/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ADVANTAGE AUTO LEASING INC									
8752									
40743	BRAKE HARNESS	CAROL STREAM	20182198	07/06/2018	51050540-542410	PW	R&M VEHICLES	\$29.90	0
								29.90	
AFLAC									
980									
JUNE 2018	AFLAC JUNE 2018	COLUMBUS	20182222	07/26/2018	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$1,327.32	9005079
								1,327.32	
AFSCME									
3105									
07102018	UNION DUES JUNE 2018		20182226	07/29/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,693.68	9005085
								1,693.68	
ALEXANDER VEDENIN									
9									
CK 138518	CHECKING ACCOUNT CLOSED - DII			08/09/2018	11174100-511120	FN	SALARIES-REGULAR PART-TIME	\$43.69	0
								43.69	
ALFRED G. RONAN, LTD									
1431									
JULY 2018	SERVICES FOR JULY 2018	OAK PARK	20182277	07/31/2018	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$7,500.00	0
								7,500.00	
ALL WAYS FASTENERS INC									
11907									
87374	NUTS & BOLTS	BENSENVILLE	20182204	07/12/2018	51050540-552520	PW	WATER MAIN PARTS	\$20.00	0
								20.00	
AMERICAN CONSERVATION & BILLING									
1262									
8440	AQUAHAWK - 8/1-9/1/2018	COLORADO SP	20182298	07/31/2018	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
AMERICAN WATER WORKS ASSOCIATION									
2860									
7001564627	MEMBER SHIP RENEWAL	DALLAS	20182182	05/27/2018	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	\$83.00	0
								83.00	
AMITKUMAR THAKKAR (E)									
1117									
062918	MEAL FOR FINANCE STAFF ON VEDENIN	DES PLAINES		07/29/2018	11030110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$77.65	0
								77.65	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 7/17/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ANDERSON PEST SOLUTIONS									
9474									
4784214	JUNE PEST CONTROL SERVICE- TH	ELMHURST	20182127	07/01/2018	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$60.62	0
4784215	JUNE PEST CONTROL SERVICE- EC	ELMHURST	20182128	07/01/2018	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$89.86	0
								150.48	
AQUALAB WATER TREATMENT, INC.									
1373									
2163	WATER TREATMENT CHEMICALS- F	PROSPECT HILL	20182117	07/01/2018	11174100-554120	SF	CHEMICALS	\$165.00	0
								165.00	
ARROW ROAD CONSTRUCTION CO.									
6938									
14029	ASPHALT	MT PROSPECT	20182195	07/11/2018	11050420-542810	PW	R & M PAVEMENT	\$138.86	0
14191	ASPHALT	MT PROSPECT	20182195	07/19/2018	11050420-542810	PW	R & M PAVEMENT	\$131.00	0
14222	ASPHALT	MT PROSPECT	20182195	07/20/2018	11050420-542810	PW	R & M PAVEMENT	\$554.13	0
								823.99	
ARTHUR J. GALLAGHER RMS, INC.									
12620									
2598385	RENEWAL PREMIUM - \$50,000 PRE	CHICAGO	20182135	06/29/2018	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$100.00	0
								100.00	
ASG STAFFING INC									
1032									
112871	MARIO ESTRADA SALARY - REDMC	BENSENVILLE	20182112	07/15/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$368.19	0
113020	MARIO ESTRADA SALARY - REDMC	BENSENVILLE	20182112	07/16/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$242.47	0
								610.66	
AUSTIN BANK OF CHICAGO									
1338									
07102018	FEDERAL WH 6/29/18		20182243	07/29/2018	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$40,438.00	9005083
07102018	FEDERAL WH 6/29/18		20182243	07/29/2018	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$29,507.29	9005083
07102018	FEDERAL WH 6/29/18		20182243	07/29/2018	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,850.22	9005083
								80,795.51	
AVION CONSULTANTS, LLC									
1350									
18	ON CALL AIRPORT NOISE PROFES	MOUNT PROSP	20182276	07/30/2018	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$375.00	0
								375.00	
BATTERY SERVICE CORPORATION									
2716									
0037868	BATTERIES	BENSENVILLE	20182178	07/07/2018	51050540-542410	PW	R&M VEHICLES	\$34.95	0
0037869	BATTERIES	BENSENVILLE	20182178	07/07/2018	11050420-542410	PW	R & M VEHICLES	\$97.24	0

EXPENDITURE APPROVAL LIST

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FOR CHECKS DATED: 7/17/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
0038055	BATTERY	BENSENVILLE	20182179	07/12/2018	51050540-542410	PW	R&M VEHICLES	\$333.00	0
BAXTER & WOODMAN, INCORPORATE 2717								465.19	
0199602	PRETREATMENT ASSISTANCE 3/27	CRYSTAL LAKE	20182214	07/12/2018	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$9,975.11	0
BENSENVILLE POSTMASTER 2622								9,975.11	
JUNE 2018	UB MAILING MAY 2018	BENSENVILLE	20182121	07/12/2018	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,051.48	9005065
BESCH BROS ROOFING INC 99								2,051.48	
8255-301143	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8256-301143	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
BLITT & GAINES PC 13021								140.00	
062818	WAGE DEDUCTION WH 6/29/18	WHEELING	20182234	07/28/2018	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$364.37	9005078
BOND DICKSON & ASSOCIATES, P.C 97								364.37	
16219	LEGAL SERVICES - JUNE 2018	WHEATON		07/05/2018	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$129.50	0
BRIGHT DIRECTIONS 683								129.50	
062818	BRIGHT DIRECTIONS PR WH 6/29/1	LINCOLN	20182221	07/28/2018	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAF	\$200.00	9005073
BROADCAST MUSIC INC 539								200.00	
9809368	MUSIC LICENSE FEE 6/1/18-5/31/	NASHVILLE	20182109	07/18/2018	11174100-521110	SF	MEMBERSHIP DUES	\$349.00	0
CARDINAL FENCE & SUPPLY INC 12681								349.00	
29289	INSTALL FENCE HILLSIDE , TWIN	BENSENVILLE	20182220	07/16/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$1,136.00	0
29290	INSTALL FENCE HILLSIDE , TWIN	BENSENVILLE	20182220	07/12/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$1,626.00	0
								2,762.00	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CASEY EQUIPMENT									
5017									
C15868	ROLLER PARTS	ARLINGTON HE	20182191	07/08/2018	11050420-542410	PW	R & M VEHICLES	\$109.25	0
								109.25	
CDS OFFICE TECHNOLOGIES									
684									
INV1161590	#307 CAMERA	SPRINGFIELD	20182302	06/30/2018	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$5,721.00	0
								5,721.00	
CDW GOVERNMENT, INC.									
11480									
NDV7765	CISCO SMART NET EXTENDED SEF	CHICAGO	20181926	07/25/2018	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$6,999.00	0
								6,999.00	
CHARLES EQUIPMENT ENERGY SYST									
714									
4941	SERVICE VH GENERATOR	ELK GROVE VII	20182165	05/09/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$757.30	0
								757.30	
CHARTER ONE - CC									
648									
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11030110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$190.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11060110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$35.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11050110-532100	FN	PROFESSIONAL SERVICES	\$327.09	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	51050110-532100	FN	PROFESSIONAL SERVICES	\$0.90	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11030110-540330	FN	BANK/CREDIT CARD FEES	\$15.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11060640-541160	FN	PRNTG, BINDING & DUPLICAT	\$115.46	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11020180-541180	FN	LICENSE FEES SOFTWARE	\$99.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11050440-542110	FN	R&M BUILDING	\$784.56	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11050490-549990	FN	OTHER CONTRACTUAL SERVICE	\$50.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$17.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$68.08	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$162.84	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11040110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$35.96	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$89.90	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11060640-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$17.98	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11174100-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$428.80	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11060640-554810	FN	UNIFORMS-PURCHASE	\$227.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11174100-557481	FN	ICE SHOW COSTUMES-PURCHASI	\$20.00	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11010010-571011	FN	CITIZEN EDUCATION PROGRAM	\$93.71	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11020170-572173	FN	BROADCASTING - LOCAL CHANNE	\$41.49	9005069
00206032-0618	CHARTER ONE 06/16/18	PROVIDENCE	20182206	07/16/2018	11020190-577010	FN	SPECIAL FUNCTIONS	\$367.90	9005069

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00247357-0518	CHARTER ONE 06/06/18	PROVIDENCE	20182207	07/28/2018	11020110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$329.00	9005070
00247357-0518	CHARTER ONE 06/06/18	PROVIDENCE	20182207	07/28/2018	11010010-522110	FN	EXPENSE REIMBURSEMENT	\$229.63	9005070
00247357-0518	CHARTER ONE 06/06/18	PROVIDENCE	20182207	07/28/2018	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$685.00	9005070
00247357-0518	CHARTER ONE 06/06/18	PROVIDENCE	20182207	07/28/2018	11020110-525010	FN	BOOKS/PAMPHLETS/PUBLICATION	\$19.99	9005070
00247357-0518	CHARTER ONE 06/06/18	PROVIDENCE	20182207	07/28/2018	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$45.96	9005070
								4,497.25	
CHASE MANHATTAN BANK									
12098									
EARLY MAN WEEK	MOVIE RENTAL FEE"OVERBOARD"	BROOKLYN	20182017	07/07/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$115.32	0
OVERBOARD WEE	MOVIE RENTAL FEE"OVERBOARD"	BROOKLYN	20182017	07/07/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$141.31	0
								256.63	
CHRIST PANOS FOODS CORPORATION									
205									
443818	FOOD ITEMS FOR SUNDAE'S TOO	ITASCA	20182107	07/20/2018	11070790-542112	SF	R & M BUILDING-CLEANING	\$60.38	0
443818	FOOD ITEMS FOR SUNDAE'S TOO	ITASCA	20182107	07/20/2018	11070790-557810	SF	FOOD ITEMS	\$582.67	0
								643.05	
CINTAS CORPORATION									
13176									
40K101718	CLEANING FLOOR MATS- EDGE	MAYWOOD	20182164	07/11/2018	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$35.62	0
40K102274	CLEANING FLOOR MATS- VLG HALL	MAYWOOD	20182146	07/18/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$151.12	0
40K103365	CLEANING FLOOR MATS-VLG HALL	MAYWOOD	20182235	08/01/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$151.12	0
								337.86	
CINTAS FIRST AID & SAFETY									
2974									
8403710569	MEDICAL CABINET SUPPLIES-INV #	IRVING	20182249	07/29/2018	11040110-542110	PD	R&M BUILDING	\$103.53	0
								103.53	
CLARKE ENVIRONMENTAL MOSQ. MA									
2765									
001001929	R-145-17 MOSQUITO ABATEMENT S	CHICAGO	20180014	07/25/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,299.00	0
								7,299.00	
COCA COLA REFRESHMENTS USA INC									
7585									
732209503	BEVERAGES FO SUNDAE'S TOO	CHICAGO	20182157	07/22/2018	11070790-557810	SF	FOOD ITEMS	\$643.65	0
								643.65	
COMCAST									
12216									
0408014-0718	2018 COMCAST INTERNET SERVIC	SOUTHEASTEF	20180002	07/25/2018	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$54.90	0
0546086-0718	INTERNET SERVICE FROM 6/24-7/2	SOUTHEASTEF	20182218	07/20/2018	11040341-574415	FN	POLICE NEIGHBORHOOD CENTER	\$84.90	0

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								139.80	
COMMONWEALTH EDISON									
2668									
7058038017-0618	ELECTRIC BILL-5/29/18-6/27/18	CAROL STREAS	20182245	07/27/2018	11040341-577121	PD	TEEN CENTER	\$163.49	0
								163.49	
CONSTELLATION ENERGY SERVICES-									
13016									
2334617-07-0618	MAY NATURAL GAS BILL-EDGE ON	CAROL STREAS	20182141	07/07/2018	11174100-541370	SF	ELECTRICITY	\$3,729.75	0
763464-13-0518	MAY ELECTRICITY BILL-735 E.JEF	CAROL STREAS	20182140	06/29/2018	11174100-541370	SF	ELECTRICITY	\$18,282.33	0
763464-25-0518	MAY ELECTRICITY BILL-545 JOHN	CAROL STREAS	20182139	06/29/2018	11174100-541370	SF	ELECTRICITY	\$6,707.89	0
763464-33-0418	APRIL&MAY ELECTRICITY BIL-REDI	CAROL STREAS	20182144	06/21/2018	11070720-541370	SF	ELECTRICITY	\$64.67	0
763464-33-0518	APRIL&MAY ELECTRICITY BIL-REDI	CAROL STREAS	20182144	06/30/2018	11070720-541370	SF	ELECTRICITY	\$69.59	0
763464-34-0518	MAY ELECTRICITY BILL-7070 JOHN	CAROL STREAS	20182142	06/30/2018	11070720-541370	SF	ELECTRICITY	\$33.04	0
763464-35-0418	APRIL & MAYELECTRICITY BILL-9	CAROL STREAS	20182136	06/21/2018	11070790-541370	SF	ELECTRICITY	\$283.09	0
763464-35-0518	APRIL & MAYELECTRICITY BILL-9	CAROL STREAS	20182136	06/30/2018	11070790-541370	SF	ELECTRICITY	\$334.01	0
763464-36-0518	MAY ELECTRICITY BILL-13 S.CENT	CAROL STREAS	20182137	06/30/2018	11070790-541370	SF	ELECTRICITY	\$449.32	0
763464-37-0518	MAY ELECTRICITY BILL-15 S.CENT	CAROL STREAS	20182138	06/30/2018	11070790-541370	SF	ELECTRICITY	\$394.69	0
763464-5-0518	MAY ELECTRICITY BILL-WS JOHN 2	CAROL STREAS	20182143	06/29/2018	11070720-541370	SF	ELECTRICITY	\$1,989.73	0
								32,338.11	
CORE & MAIN LP									
12655									
I992529	R-69-18 SENSUS WATER METER A	ST LOUIS	20182219	07/08/2018	51050543-542100	PW	MAINTENANCE AGREEMENTS	\$17,650.00	0
								17,650.00	
CRYSTAL MGMT & MAINTENANCE SEI									
516									
25423	CLEANING SERVICE-JULY 2018-INV	MOUNT PROSP	20182236	07/15/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,203.16	0
								2,203.16	
CUPKAKE'S FAMILY FUN TIME ENTER'									
1408									
07102018	MUSIC IN THE PARK BALLOONIST -	TINLEY PARK	20182244	08/09/2018	11070110-577012	CR	MUSIC IN THE PARK	\$640.00	0
								640.00	
D'AQUILA, SUSAN (E)									
103									
07012W	TWIST OFFICE SUPPLY ORDER	BLOOMINGDAL	20182147	07/05/2018	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$24.97	0
5005808	REIMBURSEMENT-SUPPLIES&DEC	BLOOMINGDAL	20182147	06/28/2018	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$8.99	0
6188	REIMBURSEMENT-SUPPLIES&DEC	BLOOMINGDAL	20182147	07/06/2018	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$19.23	0
9366649	REIMBURSEMENT-SUPPLIES&DEC	BLOOMINGDAL	20182147	06/21/2018	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$172.09	0
								225.28	

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DE LAGE LANDEN FINANCIAL SERVIC									
983									
59728342	COPIER AND PRINTER LEASE FRO	WAYNE	20180024	07/25/2018	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,971.00	0
59861995	COPIER LEASE FOR 12 MTHS-345 E	WAYNE	20180100	08/06/2018	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$429.00	0
								2,400.00	
DELUXE DIGITAL CINEMA INC									
10357									
85877315	DELIVERY FEE:"BOOK CLUB" POST	LOS ANGELES	20182132	07/18/2018	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$10.03	0
								10.03	
DELUXE ECHOSTAR LLC									
884									
91740629	EXHIBITOR DELIVERY & SERVICE F	LOS ANGELES	20182110	07/27/2018	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$239.70	0
								239.70	
DUPAGE CONVENTION & VISITORS BL									
11644									
3736	ANNUAL DUES	OAKBROOK	20182217	07/27/2018	11020170-521110	AD	MEMBERSHIP DUES	\$5,307.00	0
								5,307.00	
DUPAGE COUNTY COLLECTOR									
3726									
0311403012-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$2,458.02	0
0313313010-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$320.60	0
0313326008-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$3,717.55	0
0314215014-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$1,250.22	0
0314215015-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$980.88	0
0314406013-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$1,828.96	0
0314413003-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$3,432.84	0
0314414001-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$3,845.23	0
0314414002-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$3,677.48	0
0324403008-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$2,185.43	0
0324405001-0718	2ND INSTALLMENT 2017 TAX 03-11	CAROL STREAI	20182074	07/27/2018	31080890-596000	FN	CAPITAL OUTLAY-IMPROVEMENTS	\$5,033.47	0
								28,730.68	
DUPAGE TOPSOIL, INC.									
9538									
046208	DIRT	WHEATON	20182201	07/13/2018	11050430-542811	PW	R&M ROW	\$350.00	0
046208	DIRT	WHEATON	20182201	07/13/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$350.00	0
								700.00	
DUPAGE WATER COMMISSION									
5295									

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12181	OPERATION AND MAINTENANCE C	ELMHURST	20182076	06/30/2018	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$236,606.24	9005071
								236,606.24	
EDUVIGIS JACQUEZ									
9									
CK 1001676650	STALE CHECK FROM DEC 2017			08/09/2018	11174100-511120	FN	SALARIES-REGULAR PART-TIME	\$82.80	0
								82.80	
EDWIN HANCOCK ENGINEERING CO.									
1516									
18-0407	R-19-18 2018 WATERMAIN IMPROVI	WESTCHESTER	20181465	08/05/2018	31080860-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$22,500.00	0
								22,500.00	
ENGINEERING ENTERPRISES, INC.									
671									
64405	R-20-18 GEORGE ST BYPASS STOF	SUGAR GROVE	20180685	08/05/2018	31080850-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$15,618.25	0
								15,618.25	
ENGINEERING RESOURCE ASSOCIATI									
613									
130202.34	STORMWATER REVIEW	WARRENVILLE	20182269	08/08/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$1,139.25	0
160315.13	R-41-1 SILVER CREEK WILLOW CRI	WARRENVILLE	20180447	07/18/2018	31080810-596000	PW	CAPITAL CONSTRUCTION	\$245.23	0
								1,384.48	
ERIC RICHTER									
10737									
07102018	RICHTER HD CAMERA RENTAL ANE	BENSENVILLE	20182284	08/03/2018	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$250.00	0
								250.00	
ETS INTELLIGENCE, LLC									
809									
18060035	BACKGROUND SCREENING SERVI	SCHAUMBURG	20182239	07/30/2018	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$280.00	0
								280.00	
EVAN K SUMMERS									
1266									
062018	LUNCH MEETING	BENSENVILLE		07/20/2018	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$79.65	0
07102018	CAR SEAT EVENT 6/23/18	BENSENVILLE		07/23/2018	11020110-522110	AD	EXPENSE REIMBURSEMENT	\$116.64	0
								196.29	
EXCEL SCREEN PRINTING AND EMBR									
1205									
202606	PUBLIC WORKS UNIFORM	SCHILLER PARK	20181242	07/06/2018	11050110-554810	PW	UNIFORMS-PURCHASE	\$420.09	0
202606	PUBLIC WORKS UNIFORM	SCHILLER PARK	20181242	07/06/2018	11050420-554810	PW	UNIFORMS	\$344.87	0
202606	PUBLIC WORKS UNIFORM	SCHILLER PARK	20181242	07/06/2018	11050430-554810	PW	UNIFORMS-PURCHASE	\$418.05	0
202606	PUBLIC WORKS UNIFORM	SCHILLER PARK	20181242	07/06/2018	11050440-554810	PW	UNIFORMS - PURCHASE	\$519.41	0

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202606	PUBLIC WORKS UNIFORM	SCHILLER PARK	20181242	07/06/2018	11050490-554810	PW	UNIFORMS - PURCHASE	\$342.78	0
202606	PUBLIC WORKS UNIFORM	SCHILLER PARK	20181242	07/06/2018	51050540-554810	PW	UNIFORMS	\$842.77	0
202606	PUBLIC WORKS UNIFORM	SCHILLER PARK	20181242	07/06/2018	51050570-554810	PW	UNIFORMS	\$1,059.85	0
203723	POLO SHIRTS	SCHILLER PARK	20182211	07/25/2018	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$94.17	0
204330	PROMOTIONAL ITEMS	SCHILLER PARK	20182274	08/04/2018	11020170-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$997.32	0
								5,039.31	
FEDERAL EXPRESS CORPORATION									
2810									
6-234-17526	FED EX - 2018 TRES. REPORT FIL	PALATINE	20182307	08/03/2018	11010030-549990	AD	OTHER CONTRACTUAL SERVICE	\$25.36	0
								25.36	
FERRELLGAS									
136									
1101659680	REFILL PROPANE GAS CYLINDERS	DENVER	20182106	07/27/2018	11174100-542610	SF	R&M OLYMPIA	\$86.33	0
1101730273	REFILL PROPANE GAS CYLINDERS	DENVER	20182106	07/27/2018	11174100-542610	SF	R&M OLYMPIA	\$71.89	0
								158.22	
FEZE ROOFING INC.									
99									
8080-12192	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
								90.00	
GBJ SALES, LLC									
1488									
1457	ANTI SEIZE	VERNON HILLS	20182173	07/13/2018	51050540-552520	PW	WATER MAIN PARTS	\$444.00	0
								444.00	
GEIB INDUSTRIES									
2833									
552153-001	PARTS	BENSENVILLE	20182180	07/15/2018	11050440-542110	PW	R&M BUILDING	\$106.09	0
552429-01	PARTS	BENSENVILLE	20182180	07/19/2018	51050570-542410	PW	R&M VEHICLES	\$9.45	0
								115.54	
GOLD MEDAL-CHICAGO									
9695									
340898	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20182129	07/13/2018	11070790-557810	SF	FOOD ITEMS	\$420.08	0
341369	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20182158	07/21/2018	11070790-557810	SF	FOOD ITEMS	\$412.97	0
								833.05	
GRAINGER									
2841									
9822674231	END CAP	PALATINE	20182181	07/19/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$147.60	0
9822857893	END CAP	PALATINE	20182181	07/19/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$59.23	0
								206.83	

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GREAT LAKE THEATRE SERVICE, LTD									
319									
062618	BOOKING MOVIES FEE FOR THE M	AURORA	20182108	07/27/2018	11070790-541460	SF	BOOKING FEES	\$300.00	0
062918	REIMBURSEMENT-SUPPLIES&DEC	AURORA	20182149	07/23/2018	11070790-541460	SF	BOOKING FEES	\$375.00	0
								675.00	
GW & ASSOCIATES PC									
1525									
1806156	AUDIT FY 2017 SERVICES RENDER	CHICAGO HEIG	20182119	07/18/2018	11030110-532320	FN	AUDITING SERVICES	\$7,250.00	0
								7,250.00	
HERSHEY CREAMERY COMPANY									
13115									
INVE0013107576	ICE CREAM FOR SUNDAE'S TOO	HARRISBURG	20182145	07/08/2018	11070790-557810	SF	FOOD ITEMS	\$650.44	0
INVE0013135463	ICE CREAM FOR SUNDAE'S TOO	HARRISBURG	20182145	07/15/2018	11070790-557810	SF	FOOD ITEMS	\$920.20	0
INVE0013161121	ICE CREAM FOR SUNDAES' TOO	HARRISBURG	20182159	07/22/2018	11070790-557810	SF	FOOD ITEMS	\$305.00	0
								1,875.64	
HINCKLEY SPRINGS									
12432									
15420489061718	BOTTLED WATER-INV #1542048906	CHICAGO	20182262	07/17/2018	11040341-577121	PD	TEEN CENTER	\$32.06	0
								32.06	
HOME DEPOT CREDIT SERVICES									
7665									
0034525	FLYING INSECT SPRAY-INV #06071	LOUISVILLE	20182255	07/07/2018	11040110-542110	PD	R&M BUILDING	\$14.46	0
2034247	SUPPLIES FOR REDMOND PARK W	LOUISVILLE	20182125	07/05/2018	11070720-542310	SF	R & M EQUIPMENT	\$101.42	0
3563685	SUPPLIES	LOUISVILLE	20182196	07/04/2018	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$30.91	0
5044511	SUPPLIES	LOUISVILLE	20182196	07/12/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$41.92	0
5590018	SUPPLIES	LOUISVILLE	20182196	07/12/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$3.49	0
6035130	SUPPLIES	LOUISVILLE	20182196	07/11/2018	11050440-542110	PW	R&M BUILDING	\$64.60	0
6035131	SUPPLIES	LOUISVILLE	20182196	07/11/2018	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$307.76	0
7045525	SUPPLIES	LOUISVILLE	20182196	07/20/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$2.73	0
								567.29	
HR GREEN INC									
876									
119251	R-9-17 ELGIN O'HARE PLAN REVIE	CEDAR RAPIDS	20180449	07/07/2018	31080810-536513	PW	ENG SVC - DESIGN	\$2,342.08	0
								2,342.08	
HYGIENE SOLUTIONS INC									
678									
22721	CLEANING SUPPLIES - BENSENVIL	MONTGOMERY	20182150	05/01/2018	11070790-542112	SF	R & M BUILDING-CLEANING	\$46.38	0
								46.38	

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ICMA									
140									
061118	MEMBERSHIP DUES MANAGER 201	BALTIMORE	20182205	07/11/2018	11020110-521110	AD	MEMBERSHIP DUES	\$387.50	0
								387.50	
ICMA_RC RETIREMENT									
3096									
06292018	ICMA WH 6/29/18		20182250	07/29/2018	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$11,664.75	9005087
07102018	ROTH WH 6/29/18		20182225	07/29/2018	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,133.06	9005086
								12,797.81	
IL GOVERNMENT FINANCE OFFICERS									
10480									
053018	ESSENTIAL LEADERSHIP SKILLS- F	GLEN ELLYN	20182133	07/18/2018	11030110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$75.00	0
								75.00	
IL. MUNICIPAL RETIREMENT FUND									
2882									
JUNE 2018	IMRF CONTRIBUTIONS FOR JUNE 2	OAK BROOK	20182247	08/09/2018	11000000-212110	FN	PAYROLL DEDUCT'N-IMRF	\$103,785.14	9005081
								103,785.14	
ILLCO INC									
1039									
3417293	MATERIAL TO REPAIR LAP POOL B	AURORA	20182151	06/08/2018	11070760-542310	SF	R&M EQUIPMENT	\$827.60	0
3418698	MATERIAL TO REPAIR LAP POOL B	AURORA	20182151	06/28/2018	11070760-542310	SF	R&M EQUIPMENT	\$487.20	0
								1,314.80	
ILLINOIS ASSOCIATION OF CHIEFS OF									
2880									
1605	SHARED PRINCIPAL POSTER-INV #	SPRINGFIELD	20182246	07/18/2018	11040110-541160	PD	PRNTG, BINDING & DUPLICAT	\$37.00	0
								37.00	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
104083605	IL STATE P/R TAX W/H 6/29/18	SPRINGFIELD	20182251	07/29/2018	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$16,642.20	9005082
								16,642.20	
ILLINOIS DEPT. OF TRANSPORTATION									
12861									
121949	R-127-14 & R-22-15 FOSTER LAFO	SPRINGFIELD	20181265	08/05/2018	31050400-596000	PW	CAPITAL CONSTRUCTION	\$16,275.97	0
								16,275.97	
ILLINOIS PUBLIC RISK FUND									
1195									
45058	AUGUST WORKER'S COMPENSATI	TINLEY PARK	20182103	07/15/2018	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$28,181.00	0

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								28,181.00	
J.B. HUNT									
9									
1635797	OVERPAID- CITATIONS ARE \$125.00			07/26/2018	11000000-444112	FN	FINES- PARKING	\$625.00	0
								625.00	
JAIME AYALA JR.									
1040									
2018-2052	LIBERTYFEST RENTALS	CAROL STREAM	20182296	07/25/2018	11070110-577013	CR	LIBERTY FEST	\$3,456.80	0
								3,456.80	
JC LICHT, LLC									
1289									
03034067	PAINTING SUPPLIES	CHICAGO	20182171	07/18/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$2.90	0
								2.90	
JOHN NERI CONSTRUCTION CO INC									
742									
PAYOUT 2	R-35-18 GEORGE ST BYPASS STOP	ADDISON	20181101	08/05/2018	31080850-596000	PW	CAPITAL CONSTRUCTION	\$204,285.96	0
PAYOUT 3	R-34-18 2018 WATERMAIN REPLACEMENT	ADDISON	20181100	08/08/2018	31080860-596000	PW	CAPITAL CONSTRUCTION	\$549,281.49	0
								753,567.45	
JOSE I. MERAZ									
99									
8284-35792	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
JOVANA DACIC (E)									
1333									
07102018	OPEN HOUSE SUPPLIES	HANOVER PARK	20182275	08/08/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$63.71	0
								63.71	
LAW OFFICES OF JOHN Z TOSCAS									
12719									
062218PR	PARK/ORD HEARING-INV #062118P	PALOS HEIGHT	20182266	07/22/2018	11040110-533100	PD	LEGAL SERVICES	\$575.00	0
062218R	RED LIGHT HEARING-INV #062118R	PALOS HEIGHT	20182265	07/22/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$275.00	0
062518M	RED LIGHT MAIL-INV #061418M/06	PALOS HEIGHT	20182264	07/25/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$300.00	0
								1,150.00	
LISA ECKERT DESIGN									
787									
VOB2018-38	GATEWAY NEWSLETTER - MAY	ARLINGTON HEIGHTS	20182209	07/27/2018	11020170-572171	AD	NEWSLETTER	\$5,741.00	0
								5,741.00	

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M. LIEDTKE									
99									
7753-208702	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
								135.00	
MAHER LUMBER HARDWARE									
2912									
1806-569055	CDX FIR 4-5 PLY	WOOD DALE	20182183	07/19/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$417.84	0
								417.84	
MARK YOUR SPACE INC									
1518									
INV-3719	SUPPLIES	BARTLETT	20182175	07/12/2018	11050420-542410	PW	R & M VEHICLES	\$197.00	0
INV-3719	SUPPLIES	BARTLETT	20182175	07/12/2018	51050540-542410	PW	R&M VEHICLES	\$394.00	0
INV-3719	SUPPLIES	BARTLETT	20182175	07/12/2018	51050570-542410	PW	R&M VEHICLES	\$197.00	0
								788.00	
MARQUARDT & BELMONTE P.C.									
127									
9034	VILLAGE PROSECUTIONS & ADMIN	WHEATON	20182267	07/30/2018	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$4,582.75	0
								4,582.75	
MARTIN DAN ZIGA									
1542									
06/27/18	JERSEY GIRLS BAND-06/27/18	PALATINE	20181674	04/26/2018	11070110-577012	CR	MUSIC IN THE PARK	\$1,700.00	159676
								1,700.00	
MC MASTER-CARR SUPPLY COMPANY									
2917									
610018	SUPPLIES	CHICAGO	20182184	07/15/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$51.98	0
								51.98	
MEL'S CAR CARE CENTER									
10199									
28218	INVOICE 28218 WW GENERATOR, F	MELROSE PARI	20182203	07/12/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$775.00	0
73078	RECHARGE /AC-ENGNE LIGHT ON-	MELROSE PARI	20182099	07/11/2018	11040110-542410	PD	R&M VEHICLES	\$150.00	0
								925.00	
METROPOLITAN ALLIANCE POLICE									
8009									
062818	UNION DUES JUNE 2018	BOLINGBROOK	20182228	07/28/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$936.00	9005074
								936.00	
MIDWEST GROUNDCOVERS LLC									
1405									
1562756	FLOWERS - MAIN STREET SOUTH	ST CHARLES	20182212	07/12/2018	11050430-542811	PW	R&M ROW	\$2,983.05	0

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MILLER COOPER & CO LTD								2,983.05	
1163									
JULY 2018	JULY INSURANCE	DEERFIELD	20182272	08/09/2018	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$145,792.19	9005080
JULY 2018	JULY INSURANCE	DEERFIELD	20182272	08/09/2018	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$1,154.69	9005080
JULY 2018	JULY INSURANCE	DEERFIELD	20182272	08/09/2018	11000000-214160	FN	PAYROLL DEDUCT'N-DENTAL INS	\$8,801.07	9005080
								155,747.95	
MILLER INDUSTRIAL									
6509									
803044	SUPPLIES	ELK GROVE VII	20182193	06/15/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$12.59	0
803044	SUPPLIES	ELK GROVE VII	20182193	06/15/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$56.20	0
804101	SUPPLIES	ELK GROVE VII	20182193	06/23/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$18.88	0
804159	SUPPLIES	ELK GROVE VII	20182193	06/23/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$12.92	0
804265	SUPPLIES	ELK GROVE VII	20182193	06/24/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$7.18	0
804265	SUPPLIES	ELK GROVE VII	20182193	06/24/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$35.98	0
806109	SUPPLIES	ELK GROVE VII	20182193	07/11/2018	11050420-542410	PW	R & M VEHICLES	\$1.66	0
806272	5 KEYS-INV #806272	ELK GROVE VII	20182097	07/12/2018	11040110-542110	PD	R&M BUILDING	\$9.95	0
806444	SUPPLIES	ELK GROVE VII	20182193	07/13/2018	11050110-542410	PW	R&M VEHICLES	\$7.30	0
806444	SUPPLIES	ELK GROVE VII	20182193	07/13/2018	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$24.98	0
807512	SUPPLIES	ELK GROVE VII	20182193	07/21/2018	51050540-552520	PW	WATER MAIN PARTS	\$21.22	0
807571	SUPPLIES	ELK GROVE VII	20182193	07/21/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$10.78	0
807571	SUPPLIES	ELK GROVE VII	20182193	07/21/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$1.34	0
807623	SUPPLIES	ELK GROVE VII	20182193	07/21/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$46.78	0
807684	SUPPLIES	ELK GROVE VII	20182193	07/22/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$12.59	0
807684	SUPPLIES	ELK GROVE VII	20182193	07/22/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$43.14	0
807753	SUPPLIES	ELK GROVE VII	20182193	07/22/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$23.39	0
								346.88	
MINERAL MASTERS CORPORATION									
1517									
00042168	CHEMICALS FOR THE POOL	WEST CHICAGO	20182118	07/15/2018	11070760-554120	SF	CHEMICALS	\$352.00	0
								352.00	
MONTANA & WELCH LLC									
1410									
11179	LEGAL SERVICES - MAY 2018	PALOS HEIGHT		07/22/2018	11020120-533110	FN	LEGAL SERVICES-FIRE PROT DIS	\$218.75	0
11179	LEGAL SERVICES - MAY 2018	PALOS HEIGHT		07/22/2018	11020120-533110	FN	LEGAL SERVICES-ZONING	\$1,050.00	0
11179	LEGAL SERVICES - MAY 2018	PALOS HEIGHT		07/22/2018	11020120-533110	FN	LEGAL SERVICES-CODE ENFORCI	\$2,668.75	0
11179	LEGAL SERVICES - MAY 2018	PALOS HEIGHT		07/22/2018	11020120-533110	FN	LEGAL SERVICES-GEN'L MATTER	\$8,006.93	0
11180	LEGAL SERVICES - MAY LITIGATION	PALOS HEIGHT		07/25/2018	11020120-533510	FN	LEGAL SERVICES-LITIGATION	\$9,653.71	0
								21,598.14	

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MONTY'S BANQUETS									
5630									
07102018	SENIOR LUNCHEON - JULY	BENSENVILLE	20182254	08/02/2018	11070110-577125	AD	SENIOR CITIZEN PROGRAMS	\$2,176.00	0
								2,176.00	
NAFISCO INC									
9986									
00006422	HVAC PARTS	ROMEOVILLE	20182202	07/18/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$283.00	0
								283.00	
NANCY QUINN									
1553									
060618	REIMBURSEMENT FOR MUNICIPAL	BENSENVILLE	20182104	07/06/2018	11010030-522110	AD	EXPENSE REIMBURSEMENT	\$22.00	0
								22.00	
NCPERS IL IMRF									
5424									
05820718	SUPPLIES	DALLAS	20182227	07/21/2018	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$144.00	0
								144.00	
NEMETH GLASS INC.									
10156									
139562	NEW WINDSHIELD-SQ #319-INV #1:	CHICAGO	20182258	06/16/2018	11040110-542410	PD	R&M VEHICLES	\$329.31	0
								329.31	
NEOFUNDS BY NEOPOST									
9820									
15433115	RED INK CARTRIDGE/POSTAGE MA	TAMPA	20182257	07/13/2018	11040110-541160	PD	PRNTG, BINDING & DUPLICAT	\$181.50	0
								181.50	
NEUCO INC									
1069									
3108669	MATERIALS FOR THE EDGE	DOWNERS GR	20182160	07/14/2018	11174100-542110	SF	R & M HVAC	\$266.09	0
3114864	MATERIALS FOR THE EDGE	DOWNERS GR	20182160	07/19/2018	11174100-542110	SF	R & M HVAC	\$22.86	0
								288.95	
NEW GENERATION FANCY DRILL TEA									
1129									
07042018	4TH OF JULY PARADE PERFORMAN	CHICAGO	20182297	08/03/2018	11070110-577013	CR	LIBERTY FEST	\$1,200.00	0
								1,200.00	
NICOR									
2673									
5745557955-0616	GAS BILL #1-5/9/18-6/7/18	CAROL STREA	20182105	07/08/2018	11040341-577121	PD	TEEN CENTER	\$30.93	0
								30.93	

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NORTH EAST MULTI-REGIONAL TRNG									
2941									
237922	TRAINING-REYNOLDS-INV #237922	NORTH AUROR	20182248	07/12/2018	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$400.00	0
								400.00	
ORANGE CRUSH LLC									
8756									
52750	PRIVATE SURFACE	HILLISIDE	20182199	07/10/2018	11050420-542810	PW	R & M PAVEMENT	\$187.22	0
52750	PRIVATE SURFACE	HILLISIDE	20182199	07/10/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$311.88	0
53610	ASPHALT	HILLISIDE	20182200	07/19/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$300.96	0
								800.06	
PARAMOUNT PICTURES									
7130									
BOOK CLUB WEEK	MOVIE RENTAL FEE "BOOK CLUB"	DALLAS	20182156	07/14/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$372.03	0
BOOK CLUB WEEK	MOVIE RENTAL FEE "BOOK CLUB"	DALLAS	20182156	07/21/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$251.94	0
								623.97	
PASSPORT PARKING INC									
1149									
18011-296	JAN 2018 MOBILE PAY SERVICE	CHARLOTTE	20182271	03/02/2018	11030110-540330	FN	BANK/CREDIT CARD FEES	\$123.21	0
180211	JAN 2018 MOBILE PAY SERVICE	CHARLOTTE	20182271	03/30/2018	11030110-540330	FN	BANK/CREDIT CARD FEES	\$114.70	0
180611-296	JAN 2018 MOBILE PAY SERVICE	CHARLOTTE	20182271	07/30/2018	11030110-540330	FN	BANK/CREDIT CARD FEES	\$130.24	0
								368.15	
PAWEL CISAK									
99									
7887-35133	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
PAYLOCITY									
12843									
062818	PAYROLL FEES 6/29/18	ARLINGTON HE	20182232	07/28/2018	11030110-532310	FN	PAYROLL SERVICES	\$1,571.46	9005076
								1,571.46	
PETTY CASH (P.W.)									
2626									
062118	PETTY CASH	BENSENVILLE	20182176	07/21/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$27.64	0
062518	PETTY CASH	BENSENVILLE	20182176	07/25/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$22.23	0
28732-02	PETTY CASH	BENSENVILLE	20182176	07/26/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$49.40	0
								99.27	
POINTE INDUSTRIES									
4541									
838898-0	TWIST OFFICE SUPPLY ORDER	WOOD DALE	20182154	06/29/2018	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$55.93	0

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								55.93	
PSYCHCARE ASSOCIATES PC									
501									
061118	PSYCHOLOGICAL TESTING SERVICE	AURORA		07/11/2018	11010070-541240	FN	TESTING	\$500.00	0
								500.00	
QUALITY FLAGS INC									
1547									
000135621	VILLAGE FLAGS - 3X5	GURNEE	20182068	07/29/2018	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$330.00	0
								330.00	
QUANTUM LABS INC									
895									
INV-409396	GLOVES	MINNEAPOLIS	20182167	07/18/2018	51050570-554810	PW	UNIFORMS	\$174.41	0
								174.41	
R W DUNTEMAN COMPANY									
1397									
171509	R-63-17 DOWNTOWN STREET SCA	ADDISON	20180456	07/22/2018	31080810-596000	PW	CAPITAL CONSTRUCTION	\$220,667.95	0
								220,667.95	
RAFAEL ROSILLO									
1035									
899776	ROSILLO PHOTOS MIP 62018 ARRA	BENSENVILLE	20182113	07/20/2018	11020170-572179	AD	COMMUNITY OUTREACH	\$50.00	0
899777	MIP PHOTOS JERSEY GILRS-62718	BENSENVILLE	20182240	07/28/2018	11020170-572179	AD	COMMUNITY OUTREACH	\$50.00	0
899778	ROSILLO_ JULY4TH PHOTOS	BENSENVILLE	20182270	08/03/2018	11020170-572179	AD	COMMUNITY OUTREACH	\$50.00	0
								150.00	
RAMIRO VILLEGAS									
99									
8087-21540	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
RAY O'HERRON CO.-OAKBROOK TER									
11033									
1832453-IN	UNIFORMS-RATKOVICH-INV #18324	LOMBARD	20182259	07/15/2018	11040340-554810	PD	UNIFORMS - PURCHASE	\$276.97	0
								276.97	
REPUBLIC SERVICES									
8087									
0551-014073634	RESIDENTIAL SERVICE 6/1-6/30	LOUISVILLE	20182283	07/30/2018	57020580-579990	FN	DISPOSAL CHARGES	\$92,892.82	0
								92,892.82	
RES PUBLICA GROUP									
1322									

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2363	MONTHLY - STRATEGIC COMMUNIC	CHICAGO	20182063	08/04/2018	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
								4,000.00	
RKD CONSTRUCTION SUPPLIES & EQ									
6908									
1/414910	TOOL	NORTHLAKE	20182194	07/13/2018	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$92.85	0
								92.85	
RMA SUPPLY, INC									
1110									
3031424	MATERIALS AND SUPPLIES FOR TH	NILES	20182162	07/13/2018	11174100-542110	SF	R & M HVAC	\$33.90	0
3031539	TOOLS	NILES	20182169	07/15/2018	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$120.28	0
5045537A	CREDIT MEMO ON INVOICE #50453	NILES		05/29/2018	11174100-542310	FN	R&M EQUIPMENT	\$-106.10	0
5046676	MATERIALS AND SUPPLIES FOR TH	NILES	20182162	07/08/2018	11174100-542110	SF	R & M HVAC	\$25.00	0
5046704	MATERIALS AND SUPPLIES FOR TH	NILES	20182162	07/08/2018	11174100-542110	SF	R & M HVAC	\$132.94	0
5046930	MATERIALS AND SUPPLIES FOR TH	NILES	20182162	07/13/2018	11174100-542110	SF	R & M HVAC	\$107.93	0
								313.95	
ROADSIDE ATTRACTIONS LLC									
1268									
I CAN ONLY IMAGI	BALANCER DUE "I CAN ONLY IMAG	LOS ANGELES	20182116	07/22/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$33.44	0
								33.44	
ROLLING VIDEO GAMES CHICAGO INC									
1270									
VOB082018-90	GAME TRUCK THIRD INSTALLMENT	GLENWOOD	20182242	04/18/2018	11070110-577012	CR	MUSIC IN THE PARK	\$900.00	0
								900.00	
RONCO INDUSTRIAL SUPPLY COMPAN									
58									
6032837-2	1 CASE PAPER TOWELS-INV #6032	BENSENVILLE	20182089	07/14/2018	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$34.50	0
								34.50	
ROSENTHAL, MURPHEY, COBLENTZ &									
1523									
14650100M-3	REIMBURSEMENT-SUPPLIES&DEC	CHICAGO	20182213	07/21/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$2,137.50	0
14650101M-1	WHITE PINES GOLF COURSE ANNE	CHICAGO	20182213	07/21/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$618.75	0
								2,756.25	
S & G THOR CORPORATION									
1528									
4	SERVICES FOR JUNE 2018	BLOOMINGDAL	20182279	07/31/2018	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$6,000.00	0
								6,000.00	
SCOTT FELTES									
9									

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07102018	VEHICLE STICKER			08/04/2018	31000000-420310	FN	VEHICLE LICENSES	\$32.00	0
								32.00	
SECRETARY OF STATE OF ILLINOIS									
7514									
808141	NOTARY RENEWAL - MARIA HAMP	SPRINGFIELD	20182282	08/05/2018	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$10.00	0
								10.00	
SELECT SIGNS & VEHICLE WRAPS									
1534									
1180621203	MUSIC IN THE PARK POLICE ORDE	BELLWOOD	20182120	07/21/2018	11070110-577012	CR	MUSIC IN THE PARK	\$300.00	0
								300.00	
SERVICE SANITATION, INC.									
9467									
7493495C	MUSIC IN THE PARK THIRD INSTAL	GARY	20182256	07/12/2018	11070110-577012	CR	MUSIC IN THE PARK	\$230.00	0
								230.00	
SHREEJI REAL ESTATE LLC									
99									
8307-37733	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
SIRCHIE FINGER PRINT LABORATORI									
4391									
0352951-IN	INK FINGERPRINT PAD-INV #03529	YOUNGSVILLE	20182096	07/14/2018	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$32.40	0
								32.40	
SITEONE LANDSCAPE SUPPLY, LLC									
1225									
86336064	LANDSCAPING SUPPLIES	ROSWELL	20182170	07/07/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$155.30	0
86336064	LANDSCAPING SUPPLIES	ROSWELL	20182170	07/07/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$120.75	0
86394453	LANDSCAPING SUPPLIES	ROSWELL	20182170	07/11/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$209.73	0
86416556	LANDSCAPING SUPPLIES	ROSWELL	20182170	07/12/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$191.36	0
86448493	LANDSCAPING SUPPLIES	ROSWELL	20182170	07/13/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$165.84	0
86541557	STREET SAW FUEL	ROSWELL	20182170	07/18/2018	11050430-542811	PW	R&M ROW	\$162.54	0
								1,005.52	
SMG SECURITY SYSTEMS, INC.									
4295									
47970	SERVICE CALL CHARGE	ELK GROVE VII	20182190	07/14/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$268.00	0
								268.00	
SOUTH SIDE CONTROL SUPPLY CO.									
3003									
S100469798.007	PARTS	CHICAGO	20182185	07/06/2018	11050440-542110	PW	R&M BUILDING	\$405.05	0

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STATE DISBURSEMENT UNIT								405.05	
13020									
062818	CHILD SUPPORT PR WH 6/29/18	CAROL STREAF	20182233	07/28/2018	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$938.12	9005077
STRAND ASSOCIATES INC								938.12	
526									
0138948	WWTP OPERATIONS & SCADA ASS	MADISON	20180684	07/13/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$1,717.74	0
TEAMSTER'S LOCAL UNION NO.700								1,717.74	
11633									
062818	UNION DUES JUNE 2018	PARK RIDGE	20182230	07/28/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$210.00	9005068
TEKLAB, INC.								210.00	
1457									
215358	R-37-18 WW SAMPLING & ANALYSIS	COLLINSVILLE	20181108	07/13/2018	51050570-543510	PW	LABORATORY TESTING	\$54.00	0
215437	R-37-18 WW SAMPLING & ANALYSIS	COLLINSVILLE	20181108	07/14/2018	51050570-543510	PW	LABORATORY TESTING	\$339.50	0
215441	R-37-18 WW SAMPLING & ANALYSIS	COLLINSVILLE	20181109	07/14/2018	51050577-543510	PW	LABORATORY TESTING	\$375.00	0
215442	R-37-18 WW SAMPLING & ANALYSIS	COLLINSVILLE	20181109	07/14/2018	51050577-543510	PW	LABORATORY TESTING	\$375.00	0
215547	R-37-18 WW SAMPLING & ANALYSIS	COLLINSVILLE	20181108	07/18/2018	51050570-543510	PW	LABORATORY TESTING	\$54.00	0
215627	R-37-18 WW SAMPLING & ANALYSIS	COLLINSVILLE	20181109	07/20/2018	51050577-543510	PW	LABORATORY TESTING	\$375.00	0
215628	R-37-18 WW SAMPLING & ANALYSIS	COLLINSVILLE	20181108	07/20/2018	51050570-543510	PW	LABORATORY TESTING	\$54.00	0
TELECOM MANAGEMENT, INC.								1,626.50	
99									
8069-37440	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
TEMPERATURE EQUIPMENT CORPOR								180.00	
1203									
5292593-00	R-24-18 THREE ROOFTOP HVAC UN	LANSING	20180689	08/08/2018	31080800-591000	PW	CAPITAL OUTLAY-BLDG & STRUCT	\$8,685.00	0
5397674-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/15/2018	11174100-542110	SF	R & M HVAC	\$441.06	0
5397674-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/15/2018	11070760-542310	SF	R&M EQUIPMENT	\$8.94	0
5397680-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/15/2018	11174100-542110	SF	R & M HVAC	\$216.75	0
5397680-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/15/2018	11070760-542310	SF	R&M EQUIPMENT	\$4.39	0
5398639-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/18/2018	11174100-542110	SF	R & M HVAC	\$10.52	0
5398639-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/18/2018	11070760-542310	SF	R&M EQUIPMENT	\$0.21	0
5404725-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/20/2018	11174100-542110	SF	R & M HVAC	\$13.54	0
5404725-00	PARTS AND SUPPLIES- EDGE ON J	LANSING	20182163	07/20/2018	11070760-542310	SF	R&M EQUIPMENT	\$0.28	0

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5429454-00	CREDIT 10T C/U PURON	LANSING		08/08/2018	31080800-591000	PW	CAPITAL OUTLAY-BLDG & STRUCT	\$-174.00	0
								9,206.69	
THE BANK OF NEW YORK MELLON 9765									
252-2114413	AGENT FEE - BENSEN14A	DALLAS	20182130	07/15/2018	51090920-717100	FN	FISCAL AGENT'S FEES	\$750.00	0
								750.00	
THE VILLAGE FLOWER SHOP 12721									
14767	MACI CHAVEZ FLOWERS	BENSENVILLE	20182290	07/30/2018	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$100.00	0
								100.00	
THE WARNIMONT CORPORATION 1497									
A352848	SUPPLIES	WOOD DALE	20182174	07/15/2018	51050540-552520	PW	WATER MAIN PARTS	\$26.26	0
C402180	SUPPLIES	WOOD DALE	20182174	07/15/2018	51050540-552520	PW	WATER MAIN PARTS	\$9.98	0
								36.24	
THIRD MILLENNIUM ASSOCIATES INC 525									
22311	UTILITY BILL RENDERING - 7/5/2018	WARRENVILLE	20182295	08/04/2018	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,052.22	0
								1,052.22	
THOMAS HERRERA LANDSCAPING 1554									
APRIL-JUNE	SENIOR GRASS CUTTING PROGRA	NORTHLAKE	20182303	08/10/2018	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$5,024.80	0
								5,024.80	
THOMPSON ELEVATOR 3981									
18-1638	THOMPSON ELEVATOR INSPECTIO	MT PROSPECT	20182188	07/12/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$100.00	0
18-1721	THOMSPON ELEVATOR INSPECTIO	MT PROSPECT	20182304	07/19/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$100.00	0
18-1722	THOMSPON ELEVATOR INSPECTIO	MT PROSPECT	20182304	07/19/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$40.00	0
18-1783	THOMSPON ELEVATOR INSPECTIO	MT PROSPECT	20182304	07/21/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$50.00	0
								290.00	
THOMPSON RENTAL STATION, INC. 3016									
561049-1	RENTALS & PROPANE REFILL	BENSENVILLE	20182186	07/15/2018	51050540-548110	PW	RENTAL & LEASE PURCHASE	\$395.00	0
561302-1	RENTALS & PROPANE REFILL	BENSENVILLE	20182186	07/20/2018	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$82.47	0
561302-1	RENTALS & PROPANE REFILL	BENSENVILLE	20182186	07/20/2018	51050540-554110	PW	FUEL/GAS/OIL	\$55.52	0
								532.99	
TOTAL PARKING SOLUTIONS, INC 13180									

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104267	CMS MONITORING - 8/26/18-8/25/19	DOWNERS GR	20182309	08/04/2018	58050590-542310	FN	R & M-MATERIALS & EQUIPMENT	\$960.00	0
TRAFFIC CONTROL CORPORATION								960.00	
4142									
92994	SIGN SUPPLIES	WOODRIDGE	20182189	07/22/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$1,282.40	0
TRANS CONTINENTAL INSTALLATION								1,282.40	
99									
8147-24863	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
TRAVELERS								180.00	
12992									
000540847	DEDUCTIBLE/SELF-INSURED INVOI	DALLAS	20182291	07/29/2018	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$4,374.25	0
TREASURY DIRECT								4,374.25	
11906									
07102018	SAVINGS BONDS 6/29/18		20182231	07/29/2018	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BOI	\$25.00	9005084
TYCO INTEGRATED SECURITY LLC								25.00	
99									
7836-24040	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
UMB BANK, F/B/O PLANMEMBER								180.00	
1346									
062818	PLAN MEMBER 6/29/18	SHAWNEE MIS:	20182223	07/28/2018	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMBI	\$1,187.31	9005075
UNDERWRITER'S SAFETY & CLAIMS								1,187.31	
12623									
06/01-06/30/18	WORK COMP CLAIMS 6/1/2018-6/30	LOUISVILLE	20182263	08/02/2018	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$2,715.00	0
UNITED REFRIGERATION INC								2,715.00	
1342									
61921903-00	BELTS	DALLAS	20182172	07/06/2018	11050440-542110	PW	R&M BUILDING	\$69.10	0
UNIVERSAL FILM EXCHANGES								69.10	
7128									
POPE FRANCIS W MOVIE RENTAL FEE POPE FRANCI	DALLAS		20182124	07/14/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$205.15	0

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UNLIMITED SAFE T ROOFING LLC								205.15	
99									
8227-37623	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8228-37623	BOND REFUND			08/09/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								140.00	
USABBLUEBOOK									
6491									
590212	HYDRANT COLLAR	GURNEE	20182192	07/05/2018	51050540-552520	PW	WATER MAIN PARTS	\$17.00	0
600382	HYDRANT COLLAR	GURNEE	20182192	07/15/2018	51050550-554120	PW	CHEMICALS	\$238.03	0
								255.03	
V3 COMPANIES, LTD.									
1491									
518409	STORMWATER REVIEW PROJ. 180	WOODRIDGE	20182278	08/08/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$1,468.82	0
								1,468.82	
VERIZON WIRELESS									
11240									
4420038651-0618	SERVICE FROM MAY24-JUN23 12 S	LEHIGH VALLE`	20182260	07/23/2018	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$3,940.98	0
4420038652-0618	SERVICE FROM MAY 24-JUN 23	LEHIGH VALLE`	20182229	07/23/2018	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$296.45	0
9809370967	SERVICE MAY 24 - JUN 23	LEHIGH VALLE`	20182286	07/19/2018	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$546.47	0
								4,783.90	
VIAN CONSTRUCTION CO., INC.									
5281									
006013-140018-A	EMERGENCY WATER MAIN BREAK	ELK GROVE VII	20182281	08/08/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$9,112.00	0
								9,112.00	
VILLAGE OF BENSENVILLE									
3100									
06292018	POLICE PENSION WH 6/29/18		20182252	07/29/2018	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIOI	\$12,950.23	9005088
								12,950.23	
WALT DISNEY STUDIOS MOTION PICTI									
7086									
SOLO A STAR WAF	MOVIE RENTAL FEE:"SOLO:A STAR	DALLAS	20182123	07/21/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$495.91	0
								495.91	
WAREHOUSE DIRECT INC									
1077									
3928546-0	CLEANING SUPPLIES - EDGE	DES PLAINES	20182152	07/11/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$91.56	0
3928546-1	CLEANING SUPPLIES - EDGE ICE A	DES PLAINES	20182153	07/21/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$15.98	0
3931824-0	CLEANING SUPPLIES - EDGE	DES PLAINES	20182152	07/13/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$133.60	0

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3940354-0	BREAKROOM SUPPLIES/OFFICE SI	DES PLAINES	20182114	07/20/2018	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$66.06	0
3940354-0	BREAKROOM SUPPLIES/OFFICE SI	DES PLAINES	20182114	07/20/2018	11060640-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$47.63	0
3942783-0	CLEANING SUPPLIES - EDGE ICE A	DES PLAINES	20182153	07/22/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$44.08	0
3944392-0	OFFICE SUPPLIES - EDGE ON JEFF	DES PLAINES	20182161	07/25/2018	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$128.62	0
C-3869887-0	CREDIT MEMO	DES PLAINES		05/04/2018	11174100-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-102.57	0
C-3916124-0	RETURNED CLEANING SUPPLIES V	DES PLAINES		06/05/2018	11174100-542112	FN	R&M BUILDING-CLEANING	\$-20.24	0
								404.72	
WENTWORTH TIRE-BENSENVILLE									
3510									
40020856	4 NEW TIRES-SQ #309-INV #40020	BENSENVILLE	20182253	07/20/2018	11040110-542410	PD	R&M VEHICLES	\$641.36	0
								641.36	
WESTBROOK STRATEGIC CONSULTAI									
1198									
JULY 2018	SERVICES FOR JULY 2018	WESTCHESTER	20182273	08/02/2018	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
								3,750.00	
WILSON, JULIANN (E)									
11923									
062718	REFRESHMENTS FOR TRAINING-IN	BOLINGBROOK	20182261	07/27/2018	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$48.58	0
								48.58	
WISCONSIN DEPARTMENT OF REVENI									
1529									
062818	WISC STTE P/R TAX W/H 6/29/18	MADISON	20182224	07/28/2018	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$254.17	9005072
								254.17	
YOUR FRIENDLY SHOPPER									
6022									
315999	ROCK VALLEY PUBLISHING ADS	MACHESNEY P.	20182155	06/16/2018	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$69.75	0
316000	ROCK VALLEY PUBLISHING ADS	MACHESNEY P.	20182155	06/16/2018	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$110.25	0
316002	ROCK VALLEY PUBLISHING ADS	MACHESNEY P.	20182155	06/16/2018	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$67.50	0
316004	ROCK VALLEY PUBLISHING ADS	MACHESNEY P.	20182155	06/16/2018	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$67.50	0
318749	ROCK VALLEY PUBLISHING SERVIC	MACHESNEY P.	20182305	07/14/2018	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$67.50	0
318750	ROCK VALLEY PUBLISHING SERVIC	MACHESNEY P.	20182305	07/14/2018	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$74.25	0
320301	LEGAL NOTICE: PREVAILLING WAC	MACHESNEY P.	20182301	08/05/2018	11010030-541140	AD	LEGAL NOTICES	\$38.25	0
412182	TREASURER'S REPORT LEGAL NO	MACHESNEY P.	20182122	07/19/2018	11010030-541140	AD	LEGAL NOTICES	\$688.50	0
								1,183.50	
ZIEBELL WATER SERVICE									
3045									
241937-000	WATER MAIN PARTS	ELK GROVE VII	20180462	07/14/2018	51050540-552520	PW	WATER MAIN PARTS	\$1,097.00	0
241959-000	R-40--18 HYDRANT & WATER MAIN	ELK GROVE VII	20182280	07/15/2018	51050540-552520	PW	WATER MAIN PARTS	\$5,481.17	0

EXPENDITURE APPROVAL LIST

Page 26 of 26

FOR CHECKS DATED: 7/17/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
242008-000	R-40--18 HYDRANT & WATER MAIN	ELK GROVE VII		07/19/2018	51050540-552520	PW	WATER MAIN PARTS	\$1,911.15 8,489.32	0

CHECK TOTAL: **1,455,960.08**

WIRE/MANUAL TOTAL: **636,281.24**

EXPENDITURE TOTAL: **2,092,241.32**

TYPE:Resolution**SUBMITTED BY:**Gary Ferguson**DEPARTMENT:**Risk Management**DATE:**July 17, 2018**DESCRIPTION:**

Resolution Approving a Risk Management and Insurance Service Agreement with Mesirow Insurance Services, Inc.

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

Committee of the Whole which was presented this evening.

DATE:

July 17, 2018

BACKGROUND:

Our current liability insurance policy with Travelers Insurance expires on November 30, 2018. Our current general liability insurance brokerage services agreement is currently with Arthur J. Gallagher & Co. While the Village has received good service from Gallagher, at this time, it is appropriate for the Village to survey the marketplace through a Request for Quote (RFQ) to review broker services.

KEY ISSUES:

Staff solicited RFQ's from three firms: Gallagher (our current broker), Owens Group (our previous broker) and Mesirow Financial. The Village received responses from both Gallagher and Mesirow. The Owens group did not reply to the RFQ. The brokerage fees under the agreement was quoted at \$39,000 from Gallagher and \$35,000 by Mesirow Financial.

Staff has done the due diligence and is recommending approval of the Resolution approving Alliant/Mesirow as the broker of the record for the Village of Bensenville.

Upon the passage of the Resolution, the Village we will give Mesirow the authority and needed time to secure the insurance quotes for the upcoming insurance renewal (Nov-2018).

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff is recommending the approval of the Resolution approving the agreement with Alliant/Mesirow Financials (Mesirow Insurance Service, Inc.) as the broker of record for the Village of Bensenville.

BUDGET IMPACT:

\$35,000 (each year) brokerage fees will be paid from the risk management budget.

ACTION REQUIRED:

Approval of the Resolution approving the agreement with Alliant/Mesirow Financials (Mesirow Insurance Service, Inc.) as the broker of record for the Village of Bensenville.

ATTACHMENTS:DescriptionUpload DateType

Resolution	7/11/2018	Resolution Letter
Mesirow RFQ	7/12/2018	Cover Memo
Agreement	7/11/2018	Backup Material
Gallagher RFQ	7/10/2018	Backup Material

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS APPROVING A SERVICE AGREEMENT WITH
MESIROW INSURANCE SERVICE, INC. FOR RISK MANAGEMENT AND INSURANCE
SERVICES**

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 President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Corporate Authorities*”) have determined that it is in the best interest of the health, safety, and welfare of the Village to enter into an Agreement by and between the Village of Bensenville and Alliant/Mesirow, and for a term of three years starting from July 17, 2018, for the purpose of obtain insurance renewal coverage for the Village (the “*Agreement*”), a copy of which along with the Scope of Services as mentioned in the Appendix A and the Compensation as mentioned in the Appendix B is attached hereto and made a part hereof, as Exhibit A;

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

Section 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 Agreement by, and between the Village of Bensenville and Alliant/Mesirow, and for a term of three years starting from July 17, 2018, a copy of which along with the Appendix A and B, is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved establishing Mesirow Insurance Service, Inc as a Broker of the Record for the Village of Bensenville for securing the various liability insurances.

Section 3. 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 4. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution 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 July 2018, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

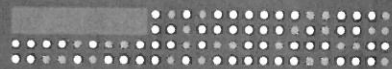
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



Village of Bensenville

Broker Qualification Questionnaire

June 1, 2018

Presented by:

Daniel Mackey
Senior Vice President

Dana Townsend
Account Manager-Lead

Dane Mall
Lead Public Entity Risk Management
Consultant - Alliant Americas

Alliant / Mesrow
INSURANCE SERVICES

Village of Bensenville
BROKER QUALIFICATION QUESTIONNAIRE

Brokerage firm name:

Mesirow Insurance Services, Inc.

Address of proposed servicing office:

353 N. Clark Street, Chicago, IL 60654

Phone # 312.595.6000 Fax #: 312.595.4246

Annual premium volume from Illinois municipal
clients: \$70+ million

Service Team: (attach resume for each individual listed)

Account Executive: Dan Mackey

Assistant: Dana Townsend

daniel.mackey@alliant.com

EMAIL Addresses: dana.townsend@alliant.com

Department head: Michael Mackey

Who will market the account to the insurance
companies: Dan Mackey

Other Service Team Members and Responsibilities

Dane Mall - Loss Control Services

Jacqui Norstrom - Surety Bonds

Larry Rosen - Claims Management Services

Noelle Kaushik-Snow - Property Claims

Michael Mackey - Executive Coordinator

Jackie Noster, J.D. - Professional Claims

Leah Cozad - Backup Account Executive

Ryan Schnoor - Account Manager

Bryan Chhay- Backup Account Manager

Account Executive Qualification

Number of Illinois municipalities currently handled:	<u>8</u>
Years working with Illinois municipalities:	<u>12+</u>
Years in insurance industry	<u>16+</u>
Years in insurance brokerage/agency	<u>16+</u>
Years with brokerage/agency firm	<u>12</u>
Professional designations (list)	<u>N/A</u>

Assistant Qualification

Years in insurance industry	<u>15</u>
Years in insurance brokerage	<u>15</u>
Professional designations (list)	<u>N/A</u>

Account Executive References - Please list Illinois municipalities that you place coverage for, and indicate the insurance company that provides coverage.

1. Account name: Village of Lyons

Contact name: Thomas Sheahan - Village Manager

Phone number: 708.442.4500

Number of years as their broker/agent: 7

Insurance company currently providing coverage: Illinois Counties Risk Management Trust (ICRMT)

2. Account name: Cook County

Contact name: Tim Walsh - Risk Manager

Phone number: 312.603.6852

Number of years as their broker: 8

Insurance company currently providing coverage: Various - led by Ironshore

3. Account name: Village of Hoffman Estates

Contact name: Ken Koop - Risk Manager

Phone number: 847.781.2695

Number of years as their broker: 11

Insurance company currently providing coverage: Alteris, Safety National, Affiliated FM and various others

Does your firm offer any loss control services? Yes ☒ No ☐
Please see **pages 9-11** for additional information.

Does your firm offer any claims processing and negotiating assistance?
Yes ☒ No ☐
Please see **pages 12-13** for additional information.

Describe a problem presented to you by one of your municipal clients and what you did to solve it: **We helped client reduce overall insurance costs through reduction of their loss experience**

Challenge

This municipality had been insured through the same guaranteed cost program for many years and loss experience was getting worse, leading to higher premiums. The challenge was to help this client reduce their total cost of risk.

Action

We designed an insurance program through which the client could directly lower their insurance costs through the reduction of their losses. Further, our loss control professionals worked together with the client and the carrier's loss control professionals to focus on the largest causes of claims, and then implement specific practices including quarterly claims reviews, and strengthen existing safety programs, in order to target prevention and reduction of claims costs.

Result

The client's loss experience was reduced by more than 50% in the first year of the program, and continued thereafter, which directly reduced their total insurance costs for three years in a row. This positive loss experience in the last three years leads to more competitive premium year after year, providing the client with a much lower overall insurance cost structure.

What qualities does your firm possess that you feel makes your firm qualified to place coverage for the City?

Team Experience and Structure

As a full service insurance broker, we have the resources, capabilities and experience to meet the Village's many requirements. We have professionals in every area including, risk management services, consulting, marketing, loss control, claims management and financial risk management who provide a full range of services to our public sector clients.

Your account team is led by Dan Mackey, senior vice president.

Significant Experience with Public Entities

Our organization has been built on industry specialization - Alliant's Public Entity Division is our largest specialty group. We proudly provide brokerage services to over 10,000 public entity clients, including dozens of pools and more than 1,000 city and county clients. In Illinois, our team handles more than 400 municipal entities, including those listed below. Through this experience we have developed significant knowledge regarding the challenges clients face, and we can offer the best solutions when purchasing insurance.

Alliant/Mesirow understands the unique niche exposures associated with parks and recreation services, programs and facilities. Alliant/Mesirow's loss control staff are experts in risk management best practices associated with aquatic facilities and operations, ice rinks, playgrounds, skate parks, climbing walls, athletic fields, volunteer management, parks maintenance, recreation programming and special events planning. Our staff can help you navigate the nuances of the park and recreation defenses within the Illinois Tort Immunity Act and maintain compliance with the Illinois Swimming Facility Code.

Public Sector Clients Include:

Village of Schiller Park	Village of Oak Park	City of Glendale Heights
Village of Northlake	Village of Stone Park	Village of Hoffman Estates
Village of Norridge	Village of Lyons	Village of Woodale
Village of Elmwood Park	Village of Niles	City of Elgin
Chicago Park District	DuPage County	PACE
Chicago Public Schools	DuPage Forest Preserve	Public Building Commission
Chicago Transit Authority	Illinois State Toll Highway Authority	State of Illinois
City of Chicago	Lake County	Will County
Cook County	Metropolitan Water Reclamation District	Allen County IN

See **pages 6-16** for additional information.

Form completed by: Dan Mackey

Signature: 

Date: 05/31/2018

PROPRIETARY AND COMPETITION SENSITIVE

Please note that this page contains confidential information that should not be disclosed outside of the Village of Bensenville nor duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate our firm's qualifications to service your insurance program.

PUBLIC ENTITY EXPERTISE

With targeted expertise, rock-solid market relationships, and a team of dedicated public entity specialists, we are proud to use this unsurpassed strength to protect our clients.



290+ 
DEDICATED
PROFESSIONALS

40+
YEARS
OF EXPERIENCE


CUSTOMIZED
PROGRAMS

\$500
BILLION
IN INSURED VALUES

PUBLIC ENTITY EXPERTISE: MIDWEST

Focusing on the specific needs of our Midwest clients, we provide property/casualty insurance brokerage and risk management solutions through our in-house professionals.

LARGEST
PUBLIC ENTITY
PRACTICE IN ILLINOIS



Loss control/safety
Claims management
Financial risk management

25+ 
DEDICATED
PROFESSIONALS

40+
YEARS
OF EXPERIENCE



400+
CLIENTS

\$50
BILLION
IN INSURED VALUES

AN INNOVATIVE, AND HIGHLY FLEXIBLE, MARKETING APPROACH

We coordinate our insurance marketing efforts to deliver our clients the best insurance products available. Through the judicious development of creative programs, unwavering support to public entities, and the sensible use of our market clout, we more often than not, deliver 'below market' cost solutions to our clients, while also providing support services such as claims advocacy, loss control, and other services.

INTEGRITY AND PROFESSIONALISM

We hold ourself to the highest standards of integrity and professionalism. We understand that public agencies have long memories, and we know that our reputation is our most valuable corporate and personal asset.

OUR VALUE PROPOSITION

We drive savings directly to our clients, while also delivering insurance programs containing coverage enhancements. One of the most important differentiators that separate us from competition is that we do not have one cookie cutter approach to client service; we regard each client relationship as unique; and we approach our relationship without any preconceived notions as to how best to serve clients' needs.

ADVANTAGES

We believe our team is well equipped to service the Village due to the following:

- We are the largest broker of taxing bodies in the State of Illinois. This provides us market leverage and enables us to create the most comprehensive coverage programs at the most competitive pricing for our clients.

VILLAGE OF BENSENVILLE

- We place more than \$50 billion in Illinois public sector property values annually.
- We are active participants in many public sector industry groups including, PRIMA (Public Risk Management Association), AGRIP (The Association of Governmental Risk Pools), RIMS (Risk and Insurance Management Society), and Illinois Public Transportation Association.
- We sponsor educational seminars for emerging risk management issues and strategies for public entities.
- Selection of a team of more than 25 highly experience professionals (including employee owners) with extensive public sector experience.
- Dan Mackey is a member of Travelers' Public Entity Advisory Council.
- Our public sector team has an annual client retention rate of over 98%.
- Our professionals in the public official's bond unit have more than 32 years of experience working with public entities.
- We have a team of professionals that specialize in placing fiduciary coverage for public pension funds.
- Our claims unit has an attorney on staff who specializes in employment practice claims and public official's claims.
- Extensive expertise in Illinois municipal laws and TORT immunities.
- Alliant/Mesirow has a financial risk management professional who provides loss forecasting to assist in determining the optimal retention level for various lines of coverage.
- We have no ownership stock in carriers, third party administrators, reinsurers, etc.; guaranteeing we are serving our clients' best interests rather than the interests/profits of parent/affiliates
- With the 2016 merger with Alliant Insurance Services, Inc. we now have access to proprietary products and programs.

EXCLUSIVE PROGRAMS

Alliant has developed an array of exclusive insurance programs which meet the needs of public entities. These programs are in addition to what is available in the standard insurance marketplace. Our competitors do not have access to our programs, and these programs have proven to be one of Alliant's greatest differentiators. The success of our programs is achieved by utilizing the proven strategy of group purchase. Alliant is able to leverage the combined size of the participating group to provide extreme advantages to our clients with terms below market pricing, extremely high limits of coverage, and broad manuscript coverage forms. Alliant will utilize these programs as part of the marketing process.

However, our proprietary programs will not limit or deter our marketing of the Village's insurance program to all potential carriers. First and foremost, as your broker we will always achieve your goals and objectives. Whether or not the Village decides to participate in one of our exclusive programs, the mere consideration of its availability will drive down your price and enhance coverage terms. To expand on these programs further; we have provided descriptions of some of Alliant proprietary programs that we may consider using:

Alliant Property Insurance Program (APIP)

Alliant is the creator of the proprietary property program: Alliant Property Insurance Program (APIP). This property program started over 20 years ago as a concept to market individual property insurance placements for several public entities simultaneously to the insurance markets. Today, APIP has grown into the single largest property placement of any kind in the world, with over \$450 billion in Total Insurable Values (TIV) representing over 9,000 public entities in 44 states. APIP is not a pool but rather a group purchase.

The policy form seamlessly integrates standard All Risk Property coverages, Boiler & Machinery and a wide array of coverage enhancements like no exclusions for vacant buildings, Flood (DIC), Course of Construction, Builder's Risk, Terrorism and over the road, Auto Physical Damage just to name a few.

The APIP form is considered one of the broadest policy forms in the industry; and it includes optional coverage for Cyber Liability (1st and 3rd party coverage). First and third coverage for this exposure is not normally offered through other property policies. Each year the program grows in size and this continued growth allows improved pricing and superior coverages for our clients.

To further illustrate the broadness of the form, below is a list of program highlights:

- \$1 billion All Risk Limit per occurrence
- Coverage not limited to schedule
- No coinsurance clause
- Earthquake and flood coverage available
- Automatic acquisition for newly acquired locations up to \$100 million in value (\$25 million for no additional premium)
- \$100 million limit for boiler & machinery
- Includes coverage for vehicles and mobile equipment on a replacement cost basis
- Optional coverage for sabotage and terrorism
- Optional coverage for cyber liability (1st and 3rd party)

Other Programs

In addition to our larger proprietary programs (APIP), we have taken the same group purchase approach with smaller programs to help drive down the overall cost of risks for our clients while improving coverage. These programs include:

- ACIP – Alliant Crime Insurance Program
- FLIP – Fiduciary Liability Insurance Program
- CLIP – Catastrophic Liability Insurance Program
- SPIP – Special Authority Property Insurance Program
- Special Events Liability Program
- Vendors/Contractors Program and Vendors Professional Liability Program

LOSS CONTROL, SAFETY AND CLAIMS

Managing exposures to loss, through either loss prevention or loss control, is vital to effective risk management. We provide property and casualty loss control management services to help develop and implement effective programs to manage overall risk. Our **lead public sector loss control specialist, Dane Mall**, will assist the Village develop and implement a loss control/safety that is federal and state compliant, and achieves your objectives. Critical to achieving these corporate objectives is implementing effective, pro-active programs in loss control for both property and casualty exposures. We anticipate our primary service to be assistance in the following areas:

- Conducting gap analysis and audits of overall safety program implementation to help identify current best-practices as well opportunities for safety improvement.
- Review loss runs to identify problem areas and make recommendations for enhancement to current safety/risk control program (i.e. lifting, repetitive motion, third-party fall protection).
- Maintenance of effective work safety programs for your employees by addressing core safety programs, OSHA compliance, effective return-to-work programs and training sessions that address prevention of common loss types.
- Assist with sample "Tool Box" talk topics.
- Coordination of carrier's loss control service that will provide maximum benefit to the Village.
- Safety resource to the Village for other projects that arise based on actual loss experience or potential loss based on unique conference or convention requirements.

- Evaluation, training and continuous improvement in the maintenance/testing of fire protection systems to control fire and related occurrences as well as minimization of business interruption.
- Insurance marketing resource by coordinating carrier site-inspections, assuring adequate and accurate COPE (Construction Occupancy Protection Exposure) information, insurance-to-value, and loss prevention program overviews are readily available for carrier's loss control and underwriting evaluations at renewal.

Our strengths are in safety and prevention of workers' compensation, third-party general liability and property losses. Since the leading professional liability insurance carriers offer extensive risk control services, and rather than duplicating their expertise, we will complement these services, ensuring that the Village has full access to on-site seminars, webinars and contract review services. The following are some of the loss control, risk management services we perform.

Risk Management - Safety/Loss Control Service Deliverables

- Manage loss prevention services proposed by insurers and/or consultants
- Monitor carrier recommendations and coordinate technical loss prevention services; maintain database of all recommendations and monitor implementation
- Perform safety diagnostic, including interviews, review of loss data, procedure review and tours of facilities
- Facilitate program development, training and implementation in areas such as emergency response, life safety, etc.

Loss Control Management Activities

- | | |
|--|---|
| • Site visits | • Participation in loss control/safety meetings |
| • Pre-planning/exposure identification | • Training and seminars |
| • Safety program(s) review | |

Casualty-Related Loss Control Management

- | | |
|---------------------------------|---|
| • Safety accountability program | • Occupational disease exposure identification |
| • Fleet safety program | • Emergency preparedness planning |
| • OSHA inspection program | • Customized OSHA compliance manuals |
| • Safety management diagnostic | • Mock OSHA audits |
| • Safety program audit | • Program development |
| • Life safety audit | • Pre-planning/exposure identification - fall hazards |
| • General liability audit | • Safety program(s) review |
| • Hearing conservation analysis | • Participation in loss control/safety meetings |
| • Benchmarking program | • Training and seminars - proper lifting techniques |
| • Executive loss cause analysis | • Special events risk management practices |

Classes and Seminars Include:

- | | |
|---|---|
| • Job Safety Analysis | • Design-Build Risk Management for Design Professionals |
| • Accident Reporting and Investigation | • Managing Owner Expectations of Design Professional Perfection |
| • Confined Space Entry | • Risks in New AIA Contracts and Consensus DOCS |
| • Contract Administration | • Indemnification Clauses that Create Unreasonable/Uninsurable Risk |
| • Risk Management for the Design Professional | |
| • Green Design and Construction | |



The Alliant Risk Management Center (RMC) is the one-stop platform for risk management, employee safety, and compliance.



This unique, web-based suite of safety and risk management tools is designed to make your organization's risk prevention efforts more impactful, more cost effective, and easier to manage.

The Risk Management Center allows you to reduce risk and enable employee safety by creating effective risk mitigation programs.

The RMC also provides a risk reduction and safety center for all departments and locations across your organization.

This unique, web-based suite of safety and risk management tools is designed to make your organization's risk prevention efforts more impactful, more cost effective, and easier to manage.

THE ALLIANT ADVANTAGE

RMC delivers efficient, cost-effective, and time-saving solutions

The Risk Management Center is the right fit for any organization that wants to proactively manage their exposures and develop effective workplace safety programs to reduce claims, losses, and associated costs—while improving profitability.

The Risk Management Center enables companies to:

- Meet OSHA hazard communication requirements
- Access a best-practices safety library
- Train employees efficiently and effectively
- Build a behavior-based safety program
- Manage certificates of insurance to limit liability
- Create job descriptions and modified duty programs
- Upload SDSs for employee access 24/7

Employees love RMC because its programs are easy to access and easy to use, from anywhere.

Risk Managers love RMC because it reduces loss and improves employee safety, while giving them greater visibility into program performance.

Executives love RMC because it streamlines employee safety programs across their organization, making them more cost effective, consistent and scalable.



RMC TOOLS

Human Resources Library

Attorney-developed content to help you stay compliant with HR issues, labor laws, and other regulations

Safety Library

Multitude of bilingual PowerPoint presentations, videos, policies, posters, and training shorts based on industry best practices and regulations

Certificate of Insurance Tracking

Manage your COIs to control liability and risk

Incident Tracking/Trending

Trend incidents, print OSHA Logs

My Content

Build a safety manual, organize policies and training materials, and assign documents for employees to view

Employee Training Management

Assign OSHA compliant safety trainings for employees to complete individually, with automated scheduling and reporting

Behavior-Based Safety Programs

Build behavior-based safety programs with job hazard analyses

Job Description Tracking

Design effective return-to-work programs and even build modified or transitional duty job assignments.

Safety Data Sheet Management

Be compliant with OSHA hazardous material standards and print GHS compliant secondary container labels

Safety Observation Tracking

Conduct observations by employee, position, or department to identify areas of compliance, serious and critical safety behaviors

Audit Tracking

Design your own custom surveys, audits, and checklists. Assign tasks to individuals and track results and compliance.

CLAIMS MANAGEMENT

We help clients develop and implement an overall risk management plan, from a pre-loss perspective, in compliance with federal and state laws, as well as one that achieves their objectives. This includes oversight of carriers, third-party administrators or claims departments to ensure they fulfill service agreements.

Alliant/Mesirow has relationships with senior management in all of the major insurance carrier claim departments. With such a strong market position in the community, we are among the first to know of any changes or new offerings in the claim adjustment process. Unit manager of our Risk Management practice, Bruce Slayter, first vice president, currently sits on the Claim Advisory Boards of AIG, Travelers, CNA, Zurich and Liberty Mutual.

With respect to claims, our role is to act as:

- Technical and professional resource that enhances your ability to operate an independent, effective claims management program while mitigating claim payments by providing proper management and cost control for all insured losses.
- Single claims coordinator through which claims can be channeled and a direct access point to claims adjusters.
- An advocate ensuring coverage disputes, contract negotiations and reserve disagreements are resolved in your favor.
- Source to provide/identify supplemental services to achieve your claims management objectives.

In addition, our claims consultants use statistics from carriers and TPAs to analyze loss data. With this data, we are able to provide our clients with many useful reports and benchmarking tools such as:

- Average cost of medical/indemnity claim (e.g., by region, department).
- Severity/frequency analysis reports by location and/or policy year.
- Lag time reports.
- Cause of loss analysis.
- Type of claim.
- Multi-year severity claim analysis.

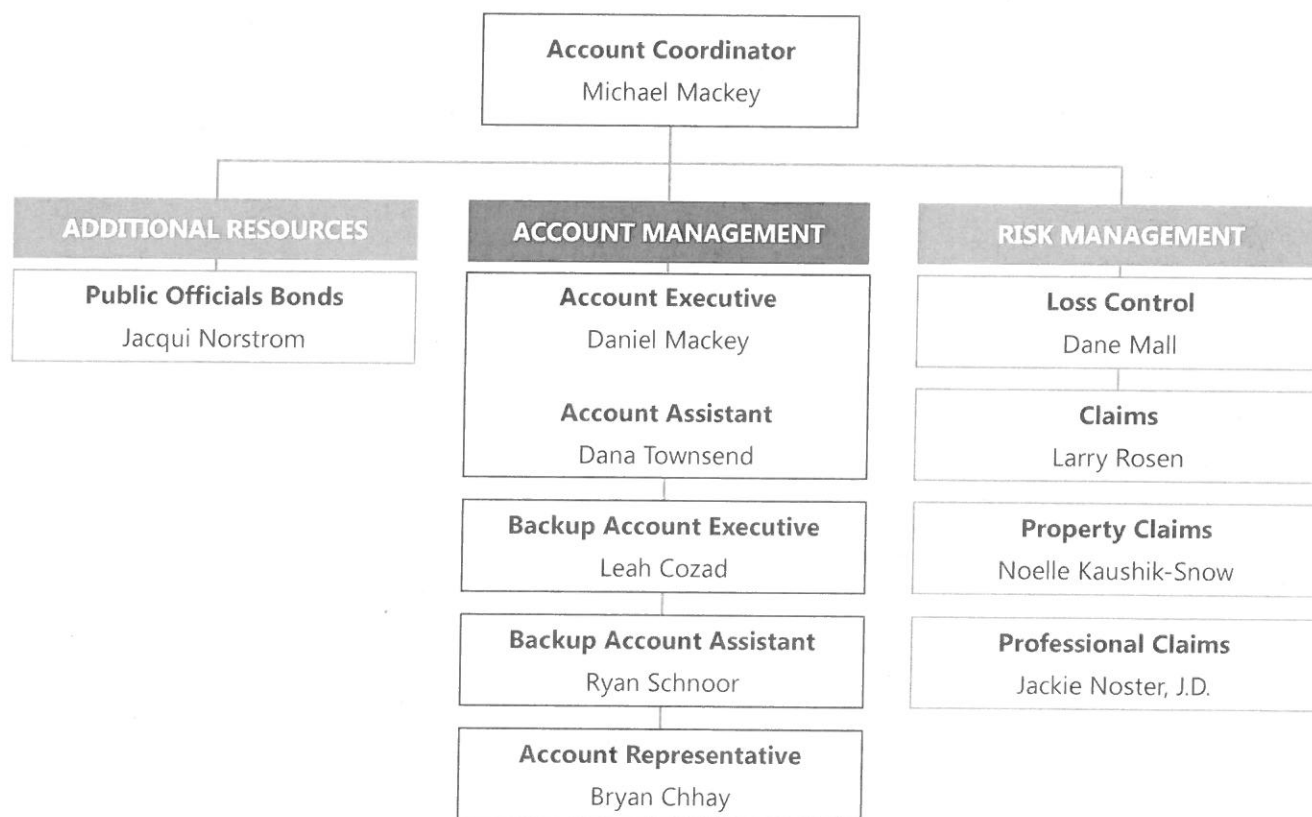
Specialized Claims Services

Alliant/Mesirow can provide the following specialized claim services:

- **Vendor claim handling instructions** – To ensure vendors understand exactly how the Village wants claims handled, we establish procedural specifications, including benchmarks and timelines. We are also available to help implement and monitor the program.
- **Administrative claim processing** – Timely, accurate claims reporting is a key factor in controlling claim costs. We help set up direct-to-carrier reporting procedures, provide coverage determination and disseminate loss information on an ongoing basis.
- **Coverage advocacy** – When the Village is confronted with a reservation of rights or disclaimer of coverage, our claims specialists can help obtain a favorable outcome.
- **Claim reviews** – Reviews help reveal underlying loss causes, determine reserve adequacy, identify cost reduction/subrogation opportunities and accelerate resolution process.
- **Claim audits** – Claims consultants perform file audits that help determine how effectively a third party administrator or carrier is managing claims. The primary goal is to identify policy and procedural changes that could promote cost savings.
- **Carrier/TPA evaluation, selection and transition** – We compare the breadth and cost of services a client receives from a carrier or third party administrator (TPA) with historical and industry data. If necessary, we conduct extensive searches to select the most qualified TPA or carrier and are available to facilitate the transition.

- **Contract analysis** – By reviewing proposed contracts, particularly indemnification/hold harmless provisions, waivers of subrogation and additional insured provisions, we can prevent the Village from unnecessarily or unknowingly assuming liability.
- **Fraudulent claim investigation** – When fraud is suspected, we recommend investigation and surveillance companies become involved. If fraud is detected, we identify the most cost-effective actions for resolving the situation.
- **24-hour, catastrophic assistance** – Our representatives are available seven days a week, 24 hours a day to assist with catastrophic losses nationwide.

VILLAGE OF BENSENVILLE SERVICE TEAM



P/C Account Team	Biography
Michael Mackey Executive Vice President	<p>Michael Mackey is a well-known, highly regarded professional in the insurance industry with extensive experience serving the risk management needs of organizations in the public sector. He is also an expert in the areas of reinsurance and alternative risks for governmental and quasi-governmental entities. Michael is an executive vice president for Alliant/Mesirow Insurance Services. In this capacity, Michael oversees the company's Public Sector Risk Management Practice, which services more than 400 public entity clients, including some of the United States' most prominent states, cities, counties, villages, parks, school districts and public transportation authorities. Prior to joining Alliant/Mesirow, Michael was a managing director for a large regional brokerage based in Chicago. During his tenure with this organization, Michael was actively involved in expanding the firm's position in the public sector risk management marketplace. From 1991 to 1993, he was an account manager at Aon Reinsurance Agency, handling underwriting analysis and placement in the reinsurance assumed market. Michael is the current director of the International Visitors Center of Chicago and the previous director of governmental affairs for the Professional Independent Insurance Agents of Illinois (PIIAI). From 1990 to 1996, he proudly served as a military reservist for the Illinois Army National Guard. Michael holds a property and casualty producer's license issued by the State of Illinois, Department of Insurance. Michael earned a BA in finance from Loyola University Business School in 1991.</p>
Daniel Mackey Marketing Resource	<p>Dan Mackey serves as Senior Vice President of Alliant/Mesirow's Public Sector Insurance Division in Chicago, Illinois. Dan is a highly technical insurance professional who develops and maintains large, complex property and casualty insurance programs for public entities of all types, including: cities, villages, counties, fire districts, park districts, school districts, states, transit districts and water districts. Over his career, Dan has accumulated significant understanding of Illinois Municipal Laws and Tort Immunities.</p> <p>Dan is a member of the Travelers Public Entity Advisory Council (PEAC), an organization specifically for agents and brokers who specialize in assisting public entities with their complex insurance and risk management needs. Travelers exclusively selects PEAC members with a superior public entity expertise and leadership. He is also an active member in several other public sector industry groups, including the Public Risk Management Association.</p> <p>In addition, Dan is one of the leaders in developing and maintaining market relationships with carriers and intergovernmental pools for Alliant/Mesirow. Because of his curated relationships, Dan is able to better educate his clients on emerging issues, trends and best practices within the public entity sphere. He is well rounded in many areas of coverage, including law enforcement liability, public official's liability, employment practices liability, property and workers' compensation.</p> <p>Prior to joining Alliant/Mesirow in 2006, Dan was the Director of Operations for Pirpiris Insurance Agency, where he supervised and managed the day-to-day operations of the agency.</p>
Dana Townsend, CRIS Account Manager Lead	<p>Dana specializes in evaluating, marketing, developing and servicing property and casualty programs. In addition, she works with risk managers and underwriters to negotiate and secure comprehensive, cost-effective coverage for her clients. Dana began her career in the insurance industry in 2004. Prior to joining Alliant/Mesirow in 2015, she worked as a client representative for Marsh USA where she serviced a book of large construction accounts. Dana holds a Construction Risk Insurance Specialist (CRIS) designation, an Illinois producer license and an Indiana independent all-lines adjuster license. Dana earned a BS from the University of Illinois at Urbana-Champaign.</p>

P/C Account Team	Biography
Dane Mall, MPA, ARM, AIC, CEAS Loss Control/Safety	<p>Dane specializes in developing and implementing customized safety and loss prevention programs for large and small organizations with a diverse range of private and public sector. Prior to joining Alliant/Mesirow in June 2017, Dane was a risk management services manager at the Park District Risk Management Agency where he was responsible for a full service menu of risk management services for an insurance risk pool servicing 156 park and recreation entities within the State of Illinois. Earlier, he served as a risk manager for the Village of Glenview and Lake County Illinois.</p> <p>In addition to more than 20 year's professional risk management experience, Dane is an accomplished public speaker and trainer with a comfort level in speaking to all levels of an organization. Dane has spoken at the Public Risk Management Association, National Association of County Officials and the Illinois Park and Recreation Association. Dans is an active member of the American Society of Safety Engineers and former President of the Illinois Chapter of the Public Risk Management Association. Dane earned a bachelor of arts in history from Eastern Illinois University and a masters in public administration from Roosevelt University. He also holds Associate in Risk Management (ARM), Associate in Claims (AIC) designations from the Insurance Institute of America, a Certified Ergonomic Assessment Specialist (CEAS) designation from the Back School of Atlanta and is an authorized OSHA Outreach Trainer.</p>
Leah Cozad Account Executive	<p>Leah acts as liaison between her team's clients and the various insurance carriers, and provides post sale client services. Leah also executes all marketing projects including renewal evaluations, request for proposal preparation and presentation, and insurance carrier negotiations.</p> <p>Prior to joining Alliant/Mesirow, Leah worked as an account representative at an independent brokerage agency in Park Ridge, Illinois from 2004–2007. The agency specialized in restaurant and hospitality programs. There, she was responsible for renewals, policy servicing/billing, endorsements, policy reviews, and coverage reviews with the agency's customers. Leah began her insurance career in 2000 as a homeowner's underwriter and was promoted in 2002 to a compliance coordinator for State Farm Insurance Companies.</p> <p>Leah earned a BS in family and consumer sciences with a business administration minor from the College of Applied Science and Technology at Illinois State University. She holds a producer's license for the State of Illinois and is currently pursuing the Chartered Property Casualty Underwriter designation.</p>
Ryan Schnoor Account Manager Lead	<p>Ryan is responsible for coordinating daily tasks for his team, marketing new and renewal business and servicing clients on a day-to-day basis. Ryan began in the insurance industry when he joined Alliant/Mesirow in 2010. He is an alumnus of Gamma Iota Sigma, the national insurance business fraternity and holds an Illinois producer license for all lines. Ryan earned a BS in insurance risk management from the Katie School of Insurance at Illinois State University.</p>
Bryan Chhay Account Manager	<p>Bryan provides customer service and support for clients. He is responsible for managing accounts on a day-to-day basis; maintaining relationships with multiple insurance carriers; and negotiating new business, renewals, etc. Prior to joining Alliant/Mesirow in 2016, Bryan served as an Agency Underwriter at Hruska Insurancenter where he determined policy terms and coverage; negotiated new business; and handled renewal quotes. Bryan earned a Bachelors in Human Resource Management and a Bachelors in Psychology at Lewis University.</p>

Risk Management
Larry Rosen

Liability Claims

Biography

Larry is an expert in developing and implementing client-specific claim management programs. He has extensive experience managing complex, multiple-line claims including first party property, fidelity, professional liability, products liability, and workers compensation. Larry began his insurance career in 1972, and has since worked with clients in various industries, including real estate, manufacturing, hospitality, entertainment, gaming, healthcare and public sector. Prior to joining Alliant/Mesirow, Larry served as a senior vice president and manager of the Claims Management Practice at Near North Insurance Brokerage, Inc. Earlier, he spent 12 years at Aon Risk Services, most recently as a senior vice president and claim director. Larry earned a BS in marketing from Northern Illinois University.

Noelle Kaushik Snow

Property Claims

Noelle handles property and casualty claims, completes onsite inspections, acts as an intermediary between clients and adjusters and performs coverage reviews for many of Alliant/Mesirow's largest commercial accounts. She has provided claims consulting services for many industry segments including construction, manufacturing and real estate.

Noelle began her career in the insurance industry in 1990. Prior joining Alliant/Mesirow, Noelle was a claims consultant at Near North Insurance Brokerage, where she specialized in property claims. Earlier, she was an insurance coordinator at Brunswick Companies. Noelle's responsibilities at Brunswick included conducting onsite risk management for the company's largest clientele, monitoring general liability claims, performing claim audits and providing property inspections. Noelle has also worked at Prudential Property & Casualty as a senior property adjuster. Noelle earned a BS in finance from Northern Illinois University and holds an Associate in Claims (AIC) designation.

Jackie Noster, J.D.

Professional Claims

Jackie provides claims consulting services to private and public clients, specializing in errors & omissions, directors & officers, professional, and employment practices liability coverages. She began in the insurance industry in 1996. Prior to joining Alliant/Mesirow in 2014, Jackie worked as a senior claims attorney for Monitor Liability Managers where she was responsible for claim investigations, reserving, management of defense counsel, litigation strategy development, negotiations, efficient resolutions and reinsurance reporting. She also worked as a claim specialist for Zurich North America and an in-house counsel for James M. Hoffman and Associates. Jackie earned a BS in political science from the University of Wisconsin-Madison and a JD from Chicago-Kent College of Law at the Illinois Institute of Technology. She is licensed to practice law in Illinois.

Additional Resources
Jacqui Norstrom

Senior Vice President

Biography

Jacqui manages Alliant/Mesirow's surety bond operations. With over 30 years in the industry she has extensive experience working with family-owned privately-held companies to Fortune 1000 companies. She has successfully designed, developed and implemented surety programs that maximize surety credit and are the most cost efficient. Jacqui works closely with clients and surety companies to negotiate program limits and pricing, evaluate coverage issues, perform financial analysis and assess bond processing and information systems.

Additionally she coordinates Internet/online bond services, off-site bond issuance and the delivery of bonds as expected and needed. Jacqui has been instrumental in fostering the department's professional growth, the development of processing/information systems and the overall management of clients that require the most sophisticated risk management treatment.

Prior to joining Alliant/Mesirow in 1997, she spent 15 years in various management and underwriting positions with several national surety companies, including Aetna, Kemper and Continental. Jacqui is a member of the National Association of Surety Bond Producers, the Surety Association of Illinois and other trade organizations. She earned a BA in sociology and statistics from the University of Illinois.



**Services Agreement
Between
Mesirow Insurance Services, Inc.
and
Village of Bensenville**

This Client Service Agreement (the "**Agreement**") is entered into between Mesirow Insurance Services, Inc., an Alliant-owned company ("**MIS**"), and the Village of Bensenville ("**Client**"). MIS and Client may be individually referred to herein as a "**Party**" or collectively as the "**Parties**."

The Parties agree as follows:

I. **Scope of Services**

MIS is hereby engaged to act as the Client's insurance broker, and shall provide the Client with the services set forth in **Appendix A** (the "**Services**") in accordance with the terms described herein. **Appendix A** may be amended from time to time by written agreement of the Parties.

II. **Compensation**

MIS will be compensated for providing the Services to Client as set forth in **Appendix B**. **Appendix B** may be amended from time to time by written agreement of the Parties. If there is a significant change in the Client's operations or exposures that affects the nature and scope of its insurance program and/or services needs, MIS and Client agree to renegotiate MIS's compensation in good faith as appropriate.

III. **Term and Termination**

a. This Agreement shall become effective on July 17, 2018 (the "**Effective Date**"), and unless earlier terminated as provided for herein shall remain in effect for a term of three (3) years (the "**Contract Term**"). Client may extend this Agreement beyond the Contract Term in its sole discretion.

b. Notwithstanding the Contract Term, this Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party. In the event of a termination of this Agreement by Client

prior to expiration of the Contract Term, MIS's annual compensation will be deemed fully earned in accordance with the following schedule: sixty percent (60%) at commencement of the Contract Term; seventy five percent (75%) after four (4) months; and one hundred percent (100%) after seven (7) months. In the event of a termination by MIS prior to expiration of the Contract Term, MIS's annual compensation will be deemed earned on a pro-rata basis. It is further agreed that MIS's responsibility to provide the Services will cease on the effective date of such termination of this Agreement, except for such continued responsibilities as may be required by law.

IV. **Confidentiality**

MIS agrees to take all reasonable measures to maintain the confidentiality of the information that it receives from Client. MIS will use this information solely to meet the objectives of this Agreement. Conversely, Client recognizes that it may use or be exposed to certain proprietary information and trade secrets of MIS, including but not limited to MIS's proprietary computer products. Client will take all reasonable steps to maintain the confidentiality of MIS' proprietary information and trade secrets and will not disclose them to any third-party.

V. **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

VI. **Entire Agreement**

This Agreement sets forth the complete, final and entire understanding and agreement of the Parties and supersedes any and all prior oral or written agreements between them. This Agreement may be amended, modified or changed only by a writing signed by both Parties.

In witness whereof, by having their authorized representatives sign below, the Parties each agree to be bound by the terms of this Agreement as of the Effective Date.

Mesirow Insurance Services, Inc.

By: _____
(signature)

Name: John P. Harney

Title: Managing Director-EVP

Date: _____

Village of Bensenville

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Appendix A

Scope of Services

I. **Coverages.** MIS will perform the Services set forth below in connection with the following lines of insurance coverage it places for Client during the Contract Term:

- General Liability
- Excess Liability
- Automobile Liability
- Employment Practices Liability
- Crimes/Fidelity
- Public Official's Liability
- Law Enforcement Liability
- Property, Mechanical Breakdown and Business Interruption
- Liquor Liability
- Cyber Liability

II. **Services:** During the Contract Term MIS will provide the following Services in connection with the lines of insurance coverage specified in Section I:

A. **Risk Management.**

1. At least yearly, (i) survey Client's business operations to identify loss exposures; and (ii) recommend the most effective method (including use of insurance) to address such exposures.
2. At least yearly, (i) evaluate Client's risk management and insurance program design; (ii) evaluate the competitiveness of current insurance pricing; and (iii) provide recommendations for improvements in the Client's program structure, limits, scope of coverage, retentions and other key components.
3. Subcontract out the services associated with this contract to third parties only with the prior written consent of the Client.
4. Indemnify Client from any and all losses or reasonable expense which Client incurs as a result of MIS's criminal acts, breach of this agreement or failure to perform with reasonable care as insurance professionals.

B. **Insurance Placement and Marketing Activities.**

1. As authorized by Client, act as Client's broker regarding the procurement of new and renewal insurance coverage proposals, negotiation of coverage terms and premiums, and the placement of coverage.
2. When obtaining competitive insurance proposals, (i) prepare insurance coverage specifications, and with Client's assistance, compile underwriting, rating and claims data necessary to complete appropriate insurance applications; and (ii) place insurance coverage as authorized by Client.
3. Provide Client with insurance binder(s) evidencing the coverage terms at the inception of coverage.
4. Provide Client with detailed premium invoices.

C. Policy Issuance.

1. Obtain issued policies, including appropriate endorsements, and provide one copy to each member of Client as promptly as possible.
2. Review all policies and endorsements for compliance with accepted proposal terms, and obtain corrections where needed in a timely fashion.

D. Insurance Program Administration.

1. Process policy changes promptly, including all Client requests to amend policy coverage.
2. Check endorsements, premium invoices, premium audits or adjustments for correctness and accuracy, and obtain revisions when needed.
3. Create and update annually a schedule of Client insurance placed by MIS including policy number, term, summary of coverages provided and the estimated annual premium.
4. Attend any board meetings, as reasonably requested.
5. Submit a renewal strategy and action plan for the coverages to which this Agreement relates no later than ninety (90) days before policy expiration.

E. Claim Handling

1. Assist in establishing claim reporting procedures and, as authorized and requested by Client, provide notice of claims to the appropriate insurance companies where there is no direct reporting facility available.
2. Monitor claims to ensure timely payment of the claim.
3. Assist in adjusting and settling claims, including assistance in the preparation of proofs of loss.
4. Review any denied claim and verify that the claim denial was proper.

F. Claim Management.

1. Review open claim reserves over \$25,000, verify the accuracy of reserve levels and seek reductions in reserves as appropriate.
2. Attend claim review meetings with insurers, as requested by Client.
3. Review Client's historical loss experience, and analyze and comment on loss trends, major causes of loss and any other relevant issues to assist Client in reducing the frequency and/or severity of claims.

G. Loss Control.

1. Provide a loss control assessment which will serve as the basis for the development of a comprehensive loss control program.
2. Coordinate loss control services provided by your insurance carrier.

H. General.

1. Monitor published financial information of Client's insurers and alert Client when the status of any such insurer is downgraded by A.M. Best.
2. Provide Client with updates of market conditions, and risk management and insurance industry developments, including new products or services.
3. Answer questions and provide advice/counsel as needed with regard to insurance matters.

Appendix B

Compensation

MIS will receive the annual fee set forth below as compensation for the Services it renders during the Contract Term:

- \$35,000 7/17/2018-12/1/2019
- \$35,000 12/1/2019-12/1/2020
- \$35,000 12/1/2020-12/1/2021

Village of Bensenville
BROKER QUALIFICATION QUESTIONNAIRE

Brokerage firm name: [Arthur J. Gallagher](#)

Address of proposed servicing office:

[2850 Golf Road](#)
[Rolling Meadows, IL](#)
[60008](#)

Phone # [630-285-3651](#) Fax #: [630-285-4062](#)

Annual premium volume from Illinois municipal clients: [\\$50M +](#)

Service Team: (attach resume for each individual listed)

Account Executive: [Ethan Salsinger](#)

Assistant: [Don Smolinski](#)

EMAIL Addresses: Ethan_Salsinger@ajg.com, Don_Smolinski@ajg.com

Department head: [Eric Pan](#)

Who will market the account to the insurance companies: [Don and Ethan](#)

Other Service Team Members and Responsibilities

Account Executive Qualification

Number of Illinois municipalities currently handled: 62
Years working with Illinois municipalities: 7
Years in insurance industry 8
Years in insurance brokerage/agency 8
Years with brokerage/agency firm 8
Professional designations (list)

Assistant Qualification

Years in insurance industry
Years in insurance brokerage
Professional designations (list) CRM

Account Executive References - Please list Illinois municipalities that you place coverage for, and indicate the insurance company that provides coverage.

1. Account name: Village of Buffalo Grove
Contact name: Scott Anderson
Phone number: 847-459-2509
Number of years as their broker/agent: 4
Insurance company currently providing coverage: BRIT Insurance
2. Account name: City of Geneva
Contact name: Stephanie Dawkins
Phone number: 630-232-7494
Number of years as their broker: 8
Insurance company currently providing coverage: Trident
3. Account name: Village of Elk Grove
Contact name: Christine Tromp
Phone number: 847-357-4051
Number of years as their broker: 17
Insurance company currently providing coverage: BRIT, Chubb

Does your firm offer any loss control services? Yes

Does your firm offer any claims processing and negotiating assistance? Yes

Describe a problem presented to you by one of your municipal clients and what you did to solve it:

As we began to market the account it was determined that the program structure was put together adequately. Our attention was then shifted towards the pricing of the program. While analyzing the Village's individual policies we noted that the Auto Physical Damage was being written for a \$1,000,000 limit through the Package Liability carrier. The Property carrier was not offering Auto Physical Damage. While working with the underwriter for the Package Liability carrier we discovered that the Village was being charged \$38,000 for the Auto Physical Damage, which seemed inflated so we met with another Property carrier who we knew could add Auto Physical Damage to its policy. We suggested that the Village switch Property carriers. The new carrier was able to match the premium of the expiring carrier but was also able to add the Auto Physical Damage for full limits for \$8,000. The end result was a \$30,000 savings for the Village.

What qualities does your firm possess that you feel makes your firm qualified to place coverage for the City?

The question of "Why do business with Gallagher?" is easily addressed by Gallagher's focus on understanding and providing the best available tools for all Public Sectors clients. Some highlights are noted below:

- Because we focus on public entity clients, we have widespread available expertise nationwide with over 325 people in 42 branch offices.
- We have adopted a policy of "transparency" when it comes to commissions and fees that cannot be matched by our peers. We are innovators and are constantly looking for ways to improve coverage terms and introduce any applicable risk management strategies.
- Our focus is on the client and we strive to meet and exceed your expectations as laid out in our client service plan which is developed in conjunction with the Village. Our goal is to bring the best team members possible to service your account, based on your needs.
- We focus on long-term relationships and the commitment that it requires.
- We are experienced risk managers. Insurance is a commodity that is readily available from many sources, but true risk management is a discipline that we believe is essential to the success of a complicated structure like the Village's program.

Specializing in the public entity sector has allowed our staff, the staff assigned to your account, to concentrate on the exposures and risks of these sectors. We are committed to and have established relationships with the various markets that also specialize in providing insurance coverage to this sector. We understand the coverage and forms not only needed by this sector but being offered by the various insurance companies. We have extensive experience in marketing large, complex accounts. Our clients have selected Gallagher as their broker not only for our national resources, our specialized expertise in the public entity sector, and our relationships with insurance providers experienced in this market segment, but also for our personal approach to consistent, quality client service.

Comments _____

Comments/additional information:

Form completed by: [Ethan Salsinger](#)

Signature: _____

Date: _____

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**07/17/18**DESCRIPTION:**

Resolution Authorizing a Contribution to the Suburban O'Hare Commission (SOC) in the Amount of \$10,000 per Year for the Next Three Years for the Purposes of a Consulting Services Agreement with Joseph Del Balzo Associates Inc. (JDA)

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

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

COMMITTEE ACTION:

COW - This was presented this evening.

DATE:

07/17/18

BACKGROUND:

The consulting firm JDA has been providing the Suburban O'Hare Commission (SOC) with expert technical consulting services with respect to evaluating airport operations and aircraft noise. JDA had completed noise and operations analysis and made twenty recommendations and provided detailed information to the commission for the purposes of making informed decisions.

KEY ISSUES:

As a member of the Suburban O'Hare Commission (SOC), the commission has deemed that the JDA consulting services are necessary in continuing to advocate for quieter skies in the SOC communities that continue to be impacted by aircraft noise and operations.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff is recommending approval of the Resolution approving the contribution to the SOC for the consulting services from JDA in the amount of \$10,000 per year for the next three years.

BUDGET IMPACT:

\$30,000 for the three year contract.

ACTION REQUIRED:

Approval of the Resolution Approving a Contribution to the Suburban O'Hare Commission (SOC) in the Amount of \$10,000 per Year for the Next Three Years for the Purposes of a Consulting Services Agreement with Joseph Del Balzo Associates Inc. (JDA).

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

Resolution

7/16/2018

Cover Memo

JDA Consulting Agreement

6/28/2018

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN ANNUAL CONTRIBUTION TO THE
SUBURBAN O'HARE COMMISSION IN THE AMOUNT OF \$10,000 TO BE USED
FOR CONSULTING SERVICES WITH JOSEPH DEL BALZO ASSOCIATES INC. FOR
2018 THROUGH 2020**

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, payments, contributions to undertake any other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the VILLAGE is a member of the Suburban O'Hare Commission (hereinafter "SOC"); and

WHEREAS, the SOC has determined that it is reasonable, necessary, and desirable to enter into a consulting services agreement with Joseph Del Balzo Associates Inc. (hereinafter "JDA") per the terms set forth in the consulting agreement from SOC and attached hereto as Exhibit "A" in the amount not to exceed monthly rate of \$10,000 from the VILLAGE; and

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

Authorize the Village Manager to make an annual contribution to the SOC in the total not-to-exceed amount of \$10,000 to the Suburban O'Hare Commission, to pay in-part to the JDA Aviation Technology Consulting Agreement beginning July 1, 2018 for thirty months of services ending December 1, 2020.

PASSED AND APPROVED by the Village President and Board of Trustees of the Village of Bensenville, Illinois this 17th day of July 2018.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by the Suburban O’Hare Commission (SOC) and Joseph Del Balzo Associates Inc., doing business as JDA Aviation Technology Solutions (the “Consultant” or “JDA”).

RECITALS

WHEREAS, JDA is an expert company in the field of providing technical consulting services with respect to evaluating airport operations including but not limited to the impact of aircraft noise and providing assessments to minimize same; and

WHEREAS, SOC is an entity established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act consisting of the following municipalities:

Village of Addison	Village of Bensenville	Elk Grove Township
Village of Elk Grove	Village of Hanover Park	Village of Itasca
Village of Roselle	Village of Schiller Park	City of Wood Dale
Du Page County		

Which municipalities are in the vicinity of or contiguous to Chicago O’Hare Airport (ORD); and,

WHEREAS, JDA completed an analysis of O’Hare operations and made 20 recommendations for mitigating aircraft noise on the region; and,

WHEREAS, JDA presented its findings and recommendations to the City of Chicago, Department of Aviation; and,

WHEREAS, the O’Hare Noise Compatibility Commission (ONCC) has created a Fly Quiet Subcommittee that is addressing aircraft noise mitigation factors including the utilization of a runway rotation plan and RNAV and,

WHEREAS, the O’Hare Noise Compatibility Commission (ONCC) has completed Test 1, 2 and 3 of the Runway Rotation Plan (RRP) and has approved an Interim RRP (currently under review by the FAA) for the period beginning upon FAA approval through completion of the full build out of the O’Hare Modernization Program (OMP) and,

WHEREAS, the ONCC has instructed the Fly Quiet Committee to bring back recommendations for a Final Fly Quiet RRP, Fly Quiet Departure Headings and Fly Quiet Manual revisions for ONCC consideration and,

WHEREAS, it is deemed necessary by the SOC and its member communities to evaluate RRP configurations, departure vector headings options and impacts and NextGen Performance Based Navigation (PBN) procedures and provide information to the SOC communities need to make more informed decisions for the purpose of advocating realistic and achievable remedial measures to the Fly Quiet Subcommittee, the ONCC, the Chicago Department of Aviation, and the FAA in order to mitigate aircraft noise; and,

WHEREAS, the SOC wishes to continue to retain JDA to perform such additional airport noise related services for the SOC, and JDA is willing to perform such services, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. CONSULTING SERVICES

1.1 Consulting Services. SOC hereby engages Consultant to provide professional services to SOC as described in Exhibit A, Statement of Work (SOW) areas, and Consultant hereby accepts such engagement and agrees to serve as a consultant to SOC pursuant to the terms of this Agreement (the "Consulting Project").

1.2 Consultant Control. The Consultant will report to the SOC Chairman Craig B. Johnson who will serve as the principal administrator for the SOC communities in consultation with a group of municipal managers/administrators (1 each) from the SOC communities. Consultant shall accept any directions issued by Chairman Johnson but shall be solely responsible for the manner and hours in which the project shall be completed, subject to any deadlines or other specific details of the Consulting Project as set forth in Exhibit A.

2. OWNERSHIP / ASSIGNMENT OF RIGHTS

Work Product. The final work product will be the exclusive property of SOC. Notwithstanding the above, both parties understand and agree that the Consultant is in the business of conducting airport and operator program assessments, studies and audits, creating safety management systems, operations and maintenance manuals and supporting documents for a number of clients, and that the Consultant therefore retains the right to use the system structure, organization, layout template, and language of the programs, manuals and supporting documents, either in whole or in part, in materials that it may produce for other clients. The Consultant will not use, however, any language or information that is proprietary to SOC or that is Proprietary Information of SOC (as defined below), in each case, in materials that it may prepare for other clients.

3. SCHEDULE

Because the professional services provided by JDA as set forth in Exhibit A are vital to the overall noise mitigation plan for ORD, time is of the essence to this Contract and therefore the Consultant commits to completing the tasks 1-13 as described by the schedule in Exhibit A.

4. RELATIONSHIP OF PARTIES

4.1 Independent Contractor. In performing services for SOC pursuant to this Consulting Agreement, the Consultant shall act in the capacity of an independent contractor and not as an employee of SOC. Consultant shall have no right or authority to assume or create any obligations on behalf of SOC or to make any representations on its behalf. SOC recognizes and agrees that the Consultant may perform services for other persons, provided that such services do not represent a conflict of interest or a breach of the Consultant's fiduciary duty to SOC. Nothing in this Agreement is intended to make either party a subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. Consultant is an independent contractor and has no relationship with SOC other than a vendor/vendee relationship.

4.2 Compliance with Laws. In light of the foregoing, SOC shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to the Consultant. The Consultant shall comply at their expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Each party shall be liable and shall indemnify, defend and hold the other harmless for all taxes and benefits arising from the employment of their respective employees involved in the performance of the services hereunder.

5. FEES AND EXPENSES

5.1 Fees. SOC shall pay the Consultant the fees for services rendered and reasonable and necessary expenses incurred under this Agreement (the "Consulting Fee") in an amount of \$337,032.00 and further described in Exhibit B. All amounts paid to Consultant hereunder shall constitute income from self-employment and Consultant accepts full and exclusive liability for the payment of all taxes and for compliance with laws pursuant to Section 4.2.

5.2 No Employee Benefits; Insurance. The Consultant shall not be eligible to participate in any of SOC's or any SOC member's employee benefit plans, including, without limitation, any medical leave payments, profit sharing, pension, 401(k), severance or similar programs. Consultant shall be solely responsible for maintaining insurance coverage applicable to Consultant's business, including but not limited to workers' compensation, automobile, general liability and property

damage insurance. Consultant shall provide proof of such insurance to SOC upon execution of this Agreement.

5.3 Warranty of Licensing, Compliance with Law, Qualification, Compliance with Rules, Nondiscrimination. Consultant warrants that it has obtained all permits and licenses required by all applicable authorities to perform the services specified in this Agreement and will continue, at its own expense, to be so licensed throughout the term of this Agreement. Consultant hereby represents, warrants, and agrees that all services provided under this Agreement will conform to all applicable federal, state and other applicable statutes, regulations, ordinances, and orders ("Laws"). Consultant warrants that all employees and/or contractors utilized by the Consultant pursuant to this Agreement will be fully trained, equipped and competent and will perform their duties in a safe, courteous manner and will work harmoniously with SOC personnel. Consultant will also comply with all applicable Laws pertaining to nondiscrimination in employment and facilities.

6. TERM / TERMINATION

SOC has the right to terminate this Consulting Agreement at any time and for any reason upon fourteen (14) days written notice to the Consultant. Consultant may terminate this Agreement if SOC fails to pay any Consulting Fee not in dispute and properly due hereunder within thirty (30) business days after written notice from Consultant. Upon the termination of this Agreement, the Consultant shall only be entitled to the portion of their fee accrued and earned through the date of termination. In the event SOC has prepaid any fees, Consultant shall, within five (5) days of such termination, refund any unearned fees to SOC. Consultant shall immediately return all equipment and other materials provided by SOC to Consultant in connection with their duties hereunder, along with any work product produced by Consultant regardless of its form or degree of completion.

7. PROPRIETARY AND PRIVILEGED INFORMATION

7.1 Proprietary Information. As used in this Agreement, "Proprietary Information" means all information of a business or technical nature that relates to SOC, including, without limitation, financial information and statements, business and project plans and strategies, names of actual or potential acquisition candidates, all information about software products whether currently released or in development, all inventions, discoveries, improvements, copyrightable work, source code, know-how, processes, tools, methodologies, designs, algorithms, computer programs and routines, formulae, techniques, manuals, historical maintenance procedures analysis and data, regulatory compliance analysis and data, Airworthiness Directives compliance analysis and data, and all work product, and the identity and any information regarding the business of any customer or supplier of SOC or any other information that SOC is required to keep confidential. Notwithstanding the preceding sentence, the term "Proprietary Information" does not include information that is or becomes publicly available through no fault of the Consultant.

7.2 Privileged Information. As used in this Agreement, “Privileged Information” means and includes all materials and communications exchanged between Consultant and SOC and all materials created by either the Consultant or SOC relating to the Consulting Services, including notes, drafts, and final documents reflecting Consultant’s analysis, conclusions, summaries, opinions, or recommendations. To the extent practicable, all such materials shall be stamped or otherwise identified as “**CONFIDENTIAL**”.

7.3 Specific Information. Each party shall treat the specific terms of this Agreement as both Proprietary and Privileged Information. In addition, the parties acknowledge that the work product is both Proprietary and Privileged Information hereunder.

7.4 Confidentiality/Non-Disclosure. Consultant agrees to keep all Proprietary and/or Privileged Information Confidential. Consultant agrees not to disclose or use such information without the express prior written consent of SOC. Moreover, Consultant agrees to use Proprietary and/or Privileged Information only for the purposes of fulfilling its obligations under this Agreement. All Proprietary and/or Privileged Information shall remain the sole and exclusive property of SOC.

Consultant does not have an obligation to protect Proprietary Information that is: (a) in the public domain through no fault of Consultant; or (b) disclosed with the prior written consent of SOC.

7.5 Return of Confidential Information. Upon termination of this Agreement, conclusion of the Consulting Services, or written request from SOC, Consultant shall return all copies of Confidential and/or Privileged Information to SOC or certify, if so requested by SOC, in writing that all copies of Confidential and/or Privileged Information have been destroyed.

No failure or delay by SOC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

The obligations of this Section shall survive the termination of this Agreement and the conclusion of the Consulting Services.

8. INDEMNIFICATION

8.1 General Indemnity. Consultant shall indemnify and hold harmless SOC and its member agencies and its employees, directors, officers, agents and successors for, from and against any and all damages, liabilities, penalties, fines, claims, settlements, suits, and remedial actions, and all costs and expenses incidental thereto (including court costs and costs of defense, settlement, and reasonable attorneys’ and experts’ fees), arising out of or resulting from (i) death or bodily injury to any person or from property damage (including loss of use), caused by or resulting from, directly or indirectly, any act or omission by Consultant, or its agents or representatives during the performance of services hereunder; (ii) Consultant’s breach of this

Agreement; or (iii) Consultant's or its agents' or representatives' negligence or willful act(s) or omission(s).

8.2 Intellectual Property Indemnity. Consultant will indemnify, defend and hold harmless SOC from and against any and all losses, damages, claims, liabilities, costs and expenses, including attorney's fees and court costs that may be incurred on account of any actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property rights in connection with the services supplied hereunder. If the provision of the services provided hereunder is enjoined because of any such infringement, Consultant will immediately, at no expense to SOC: (a) obtain for SOC the right to use the services or software, or (b) modify such services or substitute equivalent software or services acceptable to SOC which modification or substitution is not infringing and to which Consultant will extend the provisions of this Section.

9. MISCELLANEOUS

9.1 Non-Assignment/Binding Agreement. Neither party shall, without the written consent of the other party hereto, assign or transfer this Agreement or any of its rights or obligations hereunder.

9.2 Notices. All notices or other communications required or provided to be sent to either party shall be in writing and shall be sent (i) by United States Postal Service, postage pre-paid, registered or certified, return receipt requested, or (ii) by courier or in person, or (iii) by facsimile transmission, or (iv) electronic mail. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon receipt if sent by facsimile transmission, courier or personally delivered. All notices shall be addressed to the party at the address set forth below the appropriate party's signature below, or such other address as either party may designate in accordance with this Section.

9.3 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the party. Such events, occurrences or causes will include, without limitation, acts of God, riots, acts of war, fire, and explosions, but the inability to meet financial obligations is expressly excluded.

9.4 Waivers and Remedies. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not prejudice such party's right to take subsequent action. Except as otherwise provided herein relating to exclusive remedies in certain situations, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or

that such party is entitled by law to enforce.

9.5 Severability. If any term, condition or provision in this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, then it is the intent of the parties that such court apply a rule of reasonableness and modify the provision in question so it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.6 Entire Agreement; Business Forms and Amendments. This Agreement (including any exhibits, schedules or statements of work attached hereto) sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. In the event of conflict between this Agreement and any exhibit, schedule or statement of work, the terms of such exhibit, schedule or statement of work shall take precedence. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that either party may use in connection with this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, and each party hereby continuously objects to any such terms, provisions or conditions. This Agreement may only be amended by a written modification signed by both parties.

9.7 No Conflict. Consultant represents and warrants that it has no contractual or other obligation to any third party that in any way restricts it from entering into this Agreement or performing its obligations hereunder.

9.8 Choice of Law/Disputes. This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois, and any disputes arising under this agreement shall be decided under said laws.

9.9 Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts, and all of such counterparts, when taken together, will be deemed to constitute the original of this Agreement. It is further acknowledged and agreed that scanned, copied and/or facsimile copies of this Agreement will be acceptable and enforceable in place of originals.

WAIVER OF CONSEQUENTIAL AND PUNITIVE DAMAGES. THE MEASURE OF DAMAGES (OR OTHER LOSSES) PAYABLE BY A PARTY WILL NOT INCLUDE, AND NEITHER PARTY WILL BE LIABLE FOR, ANY AMOUNTS FOR LOSS OF INCOME, PROFIT OR SAVINGS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF THE OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. ALL SUCH DAMAGES ARE EXPRESSLY WAIVED AND DISCLAIMED.

Approvals and Similar Actions. Except as otherwise expressly provided in this Agreement, where agreement, approval, acceptance, consent or similar action is required of any party by any provision of this Agreement, this action will not be unreasonably withheld or delayed. An approval or consent given by a party under this Agreement will not relieve the other party from responsibility for complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in the approval or consent.

9.10 Headings. The headings used in this Agreement are intended solely for convenience and shall not determine or alter the rights and obligations of the parties. This Agreement will not be construed for or against any party based on which party drafted this Agreement.

9.11 Incorporation of Exhibits. All exhibits referred to herein and any appendices, exhibits or schedules which may, from time to time, be referred to in any duly executed amendment hereto are (and with respect to future amendments, shall be) by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein.

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

JDA Aviation Technology Solutions

Suburban O'Hare Commission

By: 

By: _____

Michael F. Rioux

Craig B. Johnson

Its: COO

Its: Chairman

Address: 5936 Maplewood Park Place
Bethesda, MD 20814

Address: 901 Wellington Avenue
Elk Grove Village, IL 60007

EXHIBIT A

STATEMENT OF WORK (SOW) AND SCHEDULE

Preamble:

The JDA technical team has performed a variety of analytical tasks leading up to, during, and after the “Test 1” Runway Rotation Program (RRP-1), which ended in December 2016. The JDA team:

1. Developed a series of technical recommendations as to the procedures and requirements for RRP-1.
2. Conducted technical monitoring and analysis of the performance of the RRP-1 program and the impact of the RRP-1 program on surrounding communities.
3. Prepared a technical report for the SOC communities: 1) on the impact of the RRP-1 test program on SOC and other O’Hare area communities, and 2) made recommendations to ONCC and Chicago on suggested procedure Test 2 (RRP-2) and Test 3 (RRP-3).
4. Prepared a technical report for the SOC communities: 1) on the impacts of Test 2 (RRP-2) and Test 3 (RRP-3) programs on SOC and other O’Hare area communities, and 2) made recommendations to ONCC and Chicago on suggested procedures for Interim RRP.
5. Developed a Runway Rotation Optimization program to minimize 55 DNL and population impacts to SOC and other O’Hare area communities.

CDA and ONCC are proceeding with an **Interim** Fly Quiet Runway Rotation Program (IFQ RRP), which was approved by ONCC on March 16, 2018 and is currently under environmental review by the FAA. IFQ RRP will run from FAA approval until the commissioning of the final runway 09R/27L in 2020.

Additionally, ONCC will be working to develop a final Fly Quiet (**RRP-Full Buildout**) Program and Fly Quiet Departure Vector Headings.

RRP-Full Buildout will be designed for a RRP that becomes part of the Fly Quiet Manual for the long term. CDA will be required to provide environmental assessment documentation to the FAA to request approval of RRP-Full Buildout.

PBN/RNAV Departure and Arrival Procedures – the FAA is scheduled to restart the implementation of NextGen flight procedure revisions to be able to implement them at full build out. The FAA’s process to seek community input on revised flight procedures does not account for changes to flight paths, population impacts on the ground and has failed across the country to effectively engage the community in minimizing impacts.

This SOW is designed to allow the SOC communities to evaluate and address technical issues, experience, and recommendations with respect to RRP Full Buildout configurations and schedules, Fly Quiet Departure Vector Headings and PBN Arrival/Departure procedures.

Statement of Work Tasks 1-13:

1. **Monitor progress of Transportation Reauthorization House Bill** through Senate and report to SOC.
2. **Provide an analysis of the NextGen implementation of PBN RNAV departure and arrival impacts at ATL pre and post implementation:** It is critical to understand what is about to occur at ORD. OMP was created to increase capacity at ORD to achieve 1.2M operations per year. Triple simultaneous arrival streams and dual departures at less separation of aircraft are required to achieve this goal. This is achieved by maintaining 15 degrees of separation of departure headings to assure aircraft remain safely separated. Additionally, the degree of certainty in aircraft location has to be increased (less dispersion) this is accomplished by RNAV control of the aircraft and establishing fly-through waypoints that keep the aircraft within 200' from the waypoints.

ATL is the closest comparable NextGen PBN implementation to ORD and will provide appropriate insight to guide SOC in leading the heading discussion. Analysis will include actual before and after flight paths experienced at ATL. ORD will eventually have three arrival and three departure streams after 2020. With higher runway capacity than ATL. The PBN analysis will rely on looking at historical data from ATL to derive future PBN patterns at ORD.

- a) Review and parse ATL data.
 - b) Analyze historical ATL performance data and apply to ORD, to predict the PBN ORD performance.
 - c) Special attention will be placed on vertical and horizontal dispersion profiles observed at ATL. This information will be applied to the ORD analysis.
3. **Update Full Build Out Contours:** Nighttime operations are grossly underestimated in the FAA's original and reevaluated contours. Unfortunately, the FAA is utilizing the reevaluation contour as a baseline in decisions currently being made including the evaluation of the Interim RRP. It is critical that the full build out recommendations are based on the most accurate contours to date. This will provide accurate representation of impacts of heading changes or runway rotation options. Additionally, updated contours will equip SOC to influence the ONCC and NextGen discussions
 - a) Analyze and study the latest runway loadings.
 - b) Forecast future runway loadings with two new long runways on the North based on historical data.
 - c) Modify previous noise model to include (a-b).
 - d) Run the analysis and report.

4. **Update 1.2 M Operation Contours:** Same as above. Enable to optimize the headings for the increase to 1.2 M Operations we need to understand what the contours look like with the current headings.
 - a) Forecast 1.2 M fleet mix.
 - b) Balance runway loads for 1.2 M. operations
 - c) Run noise analysis.

5. **Optimize Headings required to achieve 1.2 M operations:** Based on what we learn from the ATL Next Gen Implementation (#3 above), utilize similar assumptions to identify headings that satisfy the required separation of aircraft and minimize and or balance population and noise sensitive areas impacted on the ground. The current House Bill language eliminates impacts to population as criteria to be considered for modified departure procedures (This is a red flag - we believe this language is specific to communities that would benefit and/or a request from the airlines to force through departure procedures in the remaining NextGen metroplexes including ORD).

Utilizing the program developed by Dr. Trani to optimize runway rotation configurations, we will optimize headings to minimize population impacts and noise sensitive areas. By optimizing daytime headings, we can minimize daytime impacts but also utilize the optimized flight paths to optimize the night time runway rotation program.

- a) Improve DSS model to expedite workflow.
 - b) Identify headings to be tested for optimization based on operating constraints.
 - c) Run DSS model.
6. **Optimize approach flight paths required to achieve 1.2M operations:** The current widely dispersed approach paths (called trombone effect) will change to a few more acute paths concentrating the arrival flight paths over less area increasing significantly the frequency of aircraft operations. These arrival flight paths should be targeted to minimize population affected on the ground.
 - a) Identify approach paths to be tested for optimization based on operating constraints.
 - b) Run DSS model.
7. **Partner with UAL NextGen Leadership to identify waypoints that support the optimized departure headings and approach procedures to minimize and or balance impacts to populations on the ground.**
8. **Draft Optimized Headings Report**
9. **Optimize the Full Build Out RRP configurations and schedule:** The runway rotation optimization program will be utilized to optimize configurations and schedules with the optimized departure headings to minimize and balance population impacts.
10. **Draft Final Report**

11. Utilize the ONCC Fly Quiet and Technical Committee meetings to influence the discussions at ONCC to optimize Full Build Out departure headings, RRP and Next Gen PBN Implementation.

12. Ongoing Technical Support 2018-2020

13. Meeting Coverage 2018-2020

Schedule:

Task	Schedule SOC Final Phase	2018					2019					2020																						
		J u n	J u l	A u g	S e p t	O c t	N o v	D e c	J a n	F e b	M a r	A p r	M a y	J u n	J u l	A u g	S e p t	O c t	N o v	D e c	J a n	F e b	M a r	A p r	M a y	J u n	J u l	A u g	S e p t	O c t	N o v	D e c		
1	Monitor progress of Transportation Reauthorization House Bill through Senate and report to SOC	Ongoing Until Bill Passes																																
2	Provide an analysis of the NextGen implementation of Performance Based Navigation (PBN) RNAV departure and arrival impacts at ATL pre and post implementation:						1-Dec																											
3	Update Full Build Out Contours:						30-Dec																											
4	Update 1.2 M Operation Contours:							20-Jan																										
5	Optimize Headings required to achieve 1.2 M operations:							15-Feb																										
6	Optimize approach flight paths required to achieve 1.2M operations:							25-Feb																										
7	Partner with UAL NextGen Leadership to identify waypoints that support the optimized departure headings and approach procedures to minimize and or balance impacts to populations on the ground.	Subject to NextGen Implementation Schedule																																
8	Draft Optimized Headings Report											15-Mar																						
9	Optimize the Full Build Out RRP configurations and schedule:											1-Apr																						
10	Draft Final Report											1-Apr																						
11	Utilize the ONCC, Fly Quiet and Technical Committee meetings to influence the discussions at ONCC to optimize Full Build Out headings and RRP.																																	
12	Ongoing Technical Support 2018-2020																																	
13	ONCC MEETING COVERAGE																																	
	ONCC FQ Committee 2018/2020																																	
	ONCC Tech Committee 2018/2020																																	
	ONCC Exec 2018/2020																																	
	ONCC 2018/2020																																	

EXHIBIT B

COMPENSATION, EXPENSES AND PAYMENT TERMS

Task	Statement of Work SOC Final Phase Interim RRP Full Build Out RRP and Headings	Cost
1	Monitor progress of Transportation Reauthorization House Bill through Senate and report to SOC	\$ 5,579
2	Provide an analysis of the NextGen implementation of Performance Based Navigation (PBN) RNAV departure and arrival impacts at ATL pre and post implementation:	\$ 21,305
3	Update Full Build Out Contours:	\$ 25,242
4	Update 1.2 M Operation Contours:	\$ 15,614
5	Optimize Headings required to achieve 1.2 M operations:	\$ 27,178
6	Optimize approach flight paths required to achieve 1.2M operations:	\$ 20,615
7	Partner with UAL NextGen Leadership to identify waypoints that support the optimized departure headings and approach procedures to minimize and or balance impacts to populations on the ground.	\$ 26,002
8	Draft Optimized Headings Report	\$ 8,617
9	Optimize the Full Build Out RRP configurations and schedule:	\$ 13,867
10	Draft Final Report	\$ 9,930
11	Utilize the ONCC Fly Quiet Adhoc meetings to influence the discussions at ONCC to optimize Full Build Out headings and RRP.	\$ 9,468
12	Ongoing Technical Support 2018-2020	\$ 46,568
	Subtotal	\$ 229,982
	ONCC MEETING COVERAGE	
M1	ONCC FQ Committee 2018/2019	\$ 27,738
M2	ONCC Tech Committee 2018/2019	\$ 9,438
M3	ONCC Exec 2018/2019	\$ 3,675
M4	ONCC 2018/2019	\$ 3,675
M5	ONCC FQ Committee 2019/2020	\$ 27,738
M6	ONCC Tech Committee 2019/2020	\$ 9,438
M7	ONCC Exec 2019/2020	\$ 3,675
M8	ONCC 2019/2020	\$ 3,675
	Subtotal Labor	\$ 89,051
	Travel	\$ 18,000
	Total	\$ 337,032

1. Professional Fee – Consultant shall be paid a fixed price of \$337,032, which includes professional fees and travel expenses (estimated at \$18,000) under this Agreement (the Consulting Fee).
2. Expenses - The Consultant will include the actual cost of all reasonable and necessary expenses incurred including economy class air travel, accommodations and ground transportation during the performance of the project if they are expressly approved in advance or as otherwise expressly set forth herein. Such expenses exceeding the \$18,000 estimated will be billed at actual costs with receipts provided.
3. The Consultant will bill per diem expenses of seventy-one (\$71.00) dollars per person per day without receipts for meals and incidental expenses.
4. Payment Schedule - The Consultant will invoice SOC \$11,234 per month for 30 months starting July 1, 2018 through Dec 1, 2020 for professional fees and expenses incurred during the project.
5. Late Payments/Collection Cost - Any payments that are not paid when due will bear interest from the due date until paid in an amount equal to 1.5% per month, plus any penalties,

reasonable attorney fees and other costs of collection. All payments will be applied first to pay costs of collection, then to accrued and unpaid interest, and then to pay any outstanding/past amounts due.

Please submit payments to:

JDA Aviation Technology Solutions
Attention Karen Nakamura
5936 Maplewood Park Place
Bethesda, MD 20814

Wire Transfer Information:

Company Name: Joseph Del Balzo Associates Inc. dba JDA Aviation Technology Solutions	
Address: 5936 Maplewood Park Place	
City: Bethesda	State: MD
Zip Code: 20814	Telephone Number: 301-941-1460 ext. 140
Email Address (Remittance Notification): mrioux@jdasolutions.aero	
EIN / Federal Tax ID Number: 52-1881550	
Bank Name: PNC Bank	
Address: 7235 Wisconsin Avenue	
City: Bethesda	State: MD
Zip Code: 20006	Telephone Number: 1-301-215-7900
ACH ABA Number (Nine digits – Do NOT use Wire ABA Number):054000030	
PNC SWIFT CODE: PNCCUS33	

TYPE:Resolution**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.17.18**DESCRIPTION:**

A Resolution Approving a Façade Improvement Program Grant in the Not-to- Exceed Amount of \$2,750 for Joey C's Deli at 18 S. Addison Street, Bensenville

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

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" 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. This was presented this evening.

DATE:

07.17.18

BACKGROUND:

1. Joey C's Deli is taking over the old Mario's Deli space.
2. They applied for facade improvement grant to split the costs of their new signage.
3. Signage includes new channel lettering and window graphics.

KEY ISSUES:

1. This agrees with the Village wide goal of enhancing the facades of commercial properties.
2. Joey C's has shown substantial investment into the property.
3. The channel lettering and window graphics fit within the existing property's master sign plan.
4. Committee approved to fund 50% of costs based on the lowest bid up to a maximum of \$2,750.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff has worked with the applicant and respectfully recommends approval of a Resolution approving a Façade Improvement Program Grant in the Not-to-Exceed Amount of \$5,500 for Joey C's Deli at 18 S. Addison St.
2. At their 07.03.18 meeting the Community development Commission agreed with the staff recommendation and voted to recommend the approval the Façade Improvement program grant.

BUDGET IMPACT:

\$2,750.00

ACTION REQUIRED:

Approval of the Resolution approving the Façade Improvement Agreement (Exhibit "A") for Joey C's Deli at 18 S. Addison St. in the not to exceed cost of \$2750.

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

Grant Resolution

7/10/2018

Resolution Letter

Application

7/10/2018

Backup Material

Facade Improvement Agreement

7/10/2018

Backup Material

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A RECOMMENDATION TO APPROVE A FAÇADE
IMPROVEMENT GRANT APPLICATION FOR AN AMOUNT NOT TO EXCEED
TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00) FOR PROPERTY
AT 18 SOUTH ADDISON STREET, BENSENVILLE, ILLINOIS, AND APPROVING AN
AGREEMENT THEREFOR**

WHEREAS, the Village of Bensenville (“Village”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, specifically under Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village is authorized to appropriate and expend funds for economic development purposes, including the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, the Village has adopted Ordinances No. 91-2013 and No. 38-2017, an Ordinance establishing a façade program within the Village of Bensenville, codified as Section 9-2-10 of the *Bensenville Village Code*, providing for façade improvement grants for retail and commercial purposes within the Downtown and Mid-Town/Irving Park Road Corridor of the Village; and

WHEREAS, the Village has received an application (“Application”) for a façade improvement grant for certain property within the Downtown at 18 S. Center St., Bensenville, Illinois; and

WHEREAS, pursuant to Section 9-2-10. C. 1. and 2. of the *Bensenville Village Code*, the Community and Economic Development Committee of the Village Board of Trustees has reviewed the Application and determined that the project therein complies with applicable designs standards and other requirements of the façade improvement grant program, and, accordingly, has recommended the approval of the Application for a façade improvement grant in an amount not to exceed Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) and subject to other conditions as set forth in the Façade Improvement Grant Agreement between the Village of Bensenville and Joey C’s Deli for the Property Located at 18 S. Addison St., Bensenville, Illinois (“Agreement”), which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, Section 9-2-10. C. 3. of the *Bensenville Village Code*, requires all façade improvement grant agreements to be approved by Resolution of the President and Board of Trustees of the Village; and

WHEREAS, the President and Board of Trustees of the Village have considered the Application and the Community and Economic Development Committee’s recommendation that it be approved, and has determined that it is in the best interests of the Village that the Community and Economic Development Committee’s recommendation be accepted and the Agreement approved,

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. The recitals set forth above are hereby incorporated herein and made a part hereof.

SECTION 2. The Community and Economic Development Committee's recommendation of the Application is hereby accepted and the Façade Improvement Grant Agreement between the Village of Bensenville and Joey C's Deli for the Property Located at 18 S. Addison St. Bensenville, Illinois, in Exhibit "A," attached hereto, is hereby approved.

SECTION 3. The Village Manager is hereby authorized to execute and the Village Clerk to attest to the Agreement.

SECTION 4. All ordinances or resolutions in conflict with this Resolution are, to the extent thereof, hereby repealed.

SECTION 5. 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 ____ day of _____, 2018.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Facade Improvement Program Application:

Date: 6-18-18

Address of Proposed Project: 18 S. ADDISON STREET

Name of Applicant: RAYMOND E. SAMLLOW SR.

Name of Property Owner (If Different): BENSENVILLE ASSOCIATES LIMITED PARTNERSHIP

Business Name: GOLDEN NEST REST. INC / JOEY'S DELI

Business Phone: 630 616 9035 Email Address: bellavistabanquets@att.net

Mailing Address (If Different): 207 W. MAIN STREET

Contact Person: RAYMOND E SAMLLOW Home Phone: 630 290 5781

Year Property Purchased/Business Opened: 2018 MAY 20TH 2018

Lease Terms: 5 YEARS Expiration Date: MAY 1 2023

Property Square Footage: 2,300 Number of Employees: 5

Projected Revenue: \$ 400,000.00 (Year 1) \$ 450,000.00 (Year 2) \$ 500,000.00 (Year 3)

Supplemental Questions:

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

DELI LOCATED AT LEANDER TOWNS

2. Please describe the proposed improvements:

LED SIGN AND WINDOW LETTERING

3. What is the estimated cost of improvements?:

9,000.00

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

LINE OF CREDIT BLUE VINE LENDING

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

BRANDING THE NAME OF NEW BUSINESS
OLD BUSINESS MARIO'S DELI IF ESTABLISHED
25 YEARS

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

Raymond E. Samlow Sr.
Signature of Applicant

6-18-20
Date

RAYMOND E. SAMLLOW SR.
Print Name

6-18-20
Date

In witness thereof: Stefanie Raimondi
Notary

6-19-18
Date



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

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

18 S ADDISON STREET
(Address of Property to be improved)

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

Laura Woodford
Signature of Owner/Property Manager

6/19/18
Date

Laura Woodford
Print Name

6/19/18
Date

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

**FAÇADE IMPROVEMENT AGREEMENT
BETWEEN THE VILLAGE OF BENSENVILLE
AND JOEY C'S DELI FOR THE
PROPERTY LOCATED AT
18 SOUTH ADDISON STREET
BENSENVILLE, IL**

PIN: 03-14-404-014-0000

This Façade Improvement Agreement (the "Agreement") made and entered into this _____ day of _____, 2018, (the "Effective Date") by and between the Village of Bensenville, an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (the "Village") and _____ ("Owner/Lessee¹"); the Village and the Owner/Lessee may hereinafter be generically referred to as a "Party" and collectively as the "Parties,"

WITNESSETH:

WHEREAS, pursuant to adoption of Ordinances No. 91 – 2013 and No. 38 - 2017 the Village has established a Façade Improvement Program for application within the Downtown and Mid-Town/Irving Park Road Corridor Village; and

WHEREAS, said Façade Improvement Program is administered by the Village for the purpose of making grants to government and commercial entities for the improvement and maintenance of commercial structures in the Village with the goal of promoting economic development within the Village; and

WHEREAS, pursuant to the Façade Improvement Program, the Village has agreed to participate, subject to its sole discretion, in reimbursing Owner/Lessee for façade improvements such as: the cost of (1) repair and replacement of exterior exit doors to provide public access, meet current building and fire codes, and/or improve the overall appearance of the building; (2)

¹ Designate which party is executing the Agreement. If by Lessee, must secure acknowledgement and approval from Owner as to the proposed façade improvement to be undertaken.

repair, replacement, or addition of exterior shutters and awnings, except for backlit and/or plastic awnings; (3) repair and replacement of signs; (4) repair, replacement, and installation of exterior stairs, porches, railings, and exit facilities; (5) repair and rebuilding of exterior walls; (6) repair of windows, frames, sills, glazing, replacement of glass, and installation of new windows; (7) repair or construction of cornices in order to replicate the building's original façade; (8) repair, installation, replacement, or addition of any other improvement the Village Manager or his designee, deems appropriate; and (9) other actions, aside from the aforementioned eligible costs, which have been determined by the Board of Trustees to increase the overall assessed valuation of the property; and

WHEREAS, the total sum of Ten Thousand and 00/100 Dollars (\$10,000.00) shall be made available to eligible grant applicants, subject to proper application and approval of the proposed expenditures in the manner set forth in Ordinance No.91 – 2013 and No. 38 - 2017.

NOW, THEREFORE, in consideration of the foregoing promises and in further consideration of the mutual covenants, conditions and agreements herein contained, the Parties hereto agree as follows:

Section 1. The above recitals are hereby incorporated into and made a part of this Agreement by reference as if fully set forth herein.

Section 2. The Owner/Lessee has applied for a grant in the amount not to exceed \$2,750, as set forth in the grant application, attached hereto and made a part hereof as Exhibit "A."

Section 3. Upon review of the grant application, the Village has determined that the Owner/Lessee is eligible for payment of up to \$2,750 in grant monies.

Section 4. No improvement work for which grant monies are sought shall be undertaken until its design has been submitted to and approved by the Village Board in compliance

with Ordinance No. _____. Following approval, the Owner/Lessee shall contract for the work and shall commence and complete all such work within _____ from the date of approval.

Section 5. The Director of the Community Development Department or his designee shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Owner/Lessee and made to comply with the approved plans, design drawings and specifications.

Section 6. The Village shall pay to Owner/Lessee the agreed upon grant amount, subject to the Village's receipt of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers at the completion of the work.

Section 7. If the Owner/Lessee or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community and Economic Development to the Owner/Lessee at the address provided in the application, the Agreement shall terminate and the financial obligation of the Village hereunder shall cease and become null and void.

Section 8. Should the Owner/Lessee be found to have improperly used the grant money, or to have otherwise abandoned the subject premises before completion of the eligible cost items, the Village shall have a lien against the subject premises in its favor in the amount of the façade improvement grant released to the Owner/Lessee and not used to pay a designated contractor for work undertaken as part of the approved application.

Section 9. The Owner/Lessee releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to indemnify and hold harmless the Village and its officials, officers, employees and agents from and against any and all losses, claims, damages, liabilities or expenses, of any kind, character or nature arising out of, resulting from, or in any way connected with, directly or indirectly, the facade improvement undertaken, including but not limited to actions arising from the Prevailing Wage Act (820 ILCs 30/0.01 *et seq.*). The Owner/Lessee further covenants and agrees to pay for or to reimburse the Village and its officials, officers, employees and agents for any and all costs, reasonable attorney's fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provision of this section shall survive the completion of the facade improvement.

Section 10. Nothing herein is intended to limit, restrict or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises which is in compliance with the Village Code, but unrelated to the facade improvement provided for in this Agreement.

Section 11. This Agreement shall be binding upon the Village and the Owner/Lessee and each of their successors, to said subject premises for a period five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the Owner/Lessee to inform subsequent Owners/Lessees of the provisions of this Agreement.

Section 12. This Agreement may be executed in duplicate counterparts, each to be assembled to be one original Agreement.

Section 13. Upon execution, this Agreement shall be recorded by the Owner/Lessee in the Office of the Recorder, DuPage County, Illinois.

IN WITNESS WHEREOF, representatives of the Village and the Owner/Lessee have executed this Agreement on the date first appearing above.

VILLAGE OF BENSENVILLE, an Illinois
Municipal Corporation,

By: _____
Evan Summers, Village Manager

ATTEST:

Village Clerk

OWNER

By: _____

Its: _____
(If corporation/business)

ATTEST: (If corporation/business)

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.17.18**DESCRIPTION:**

Ordinance Approving Amedment to Final Planned Unit Development to install signage for MTR LLC at 900-930 County Line Road, Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole. This was presented this evening.

DATE:

07.17.18

BACKGROUND:

1. The Petitioner would like to amend their previously approved PUD to include deviations from the code for signage, to include: an Electronic Message Center Sign and three (3) wall signs.
2. Electronic Message Center signs are conditional uses.
3. Code only allows one wall sign per business frontage. The applicant would like to install an additional two.

KEY ISSUES:

1. A monument sign was removed to allow for construction of the multi-use path along County Line.
2. The additional wall signs are a requirement of the dealership brand.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the Conditional Use Permit and Variance be approved.
2. At the Public Hearing on July 3, 2018, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance granting a Conditional Use Permit (Electronic Message Center sign) and Variance (Wall Sign Number Permitted) for MTR LLC located at 900-930 County Line Road.

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

Ordinance

7/10/2018

Ordinance

Aerial & Zoning Maps

6/28/2018

Backup Material

ORDINANCE # _____

**AN ORDINANCE APPROVING CONDITIONAL USE AND VARIANCE TO ALLOW
AN ELECONTRONIC MESSAGE CENTER SIGN AND WALL SIGNAGE
FOR THE PROPERTY LOCATED AT
900-930 COUNTY LINE ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, MTR LLC (“Owner”) and (“Applicant”), filed an application for Conditional Use Permit, Electronic Message Center Sign, Municipal Code Section 10 – 18 – 6 – 1B and; Variance, Wall Signs Number Permitted, Municipal Code Section 10 – 18 – 12 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 900-930 County Line Road, 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 and variance sought by the Applicant was published in the Bensenville Independent on June 14, 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 July 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 variance and, thereafter, voted unanimously (4-0) to recommend approval of the conditional use and variance, and forwarded its recommendations, including the Staff Report and findings relative to the conditional use and variance 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 July 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 and variance as recommended by the Community Development Commission to allow an electronic message center sign and wall signage 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 – 1 Office/Research/Assembly/Industrial District, which zoning classification shall remain in effect subject to the conditional use and variance approved herein.

SECTION THREE: That the Staff Report and Recommendation to approve the conditional use and variance sought, 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 and variance are proper and necessary.

SECTION FOUR: That the conditional use and variance sought by the Applicant to allow an electronic message center sign and wall signage on the Subject Property is hereby approved subject to the following condition:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Monsibic Signs & Graphic dated 05.11.18.
2. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

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 11, LOT 12, LOT 13 (EXCEPT THE EAST 17 FEET THEREOF), AND THE NORTH HALF OF LOT 14 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 3 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 900-930 County Line Road, Bensenville, DuPage County, Illinois (Permanent Index Nos. 03-24-406-037, -038, -072, -076).

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

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

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

Applicant’s Response: There will be no adverse impact.

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

Applicant’s Response: There will not be any environmental nuisance.

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

Applicant’s Response: The proposed use will fit harmoniously with the existing character on the existing sign. Will not have any adverse effects to the surrounding area.

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: The proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in an I-1 District.

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

Applicant’s Response: There is a need for the Village of Bensenville to keep its commercial properties occupied.

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

Applicant's Response: The EMC sign will allow the business to draw new customers, increasing sales and tax to the Village.

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

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

Response: Fuso is the brand of trucks we sell. The two additional signs allow us to advertise our name and the truck brand we sell while also giving a the building a symmetrical look.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

Response: Not having the additional signs for the truck brand could decrease sales, causing undue hardship.

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

Response: One wall sign would not effectively advertise our business.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Response: This is not resulting from our action.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Response: This variance would not confer special privilege.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Response: The variance will allow reasonable economic return.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Response: It will not alter local character.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Response: It is consistent with the title and plan.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Response: This is the minimum variance needed.

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

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Monsibic Signs & Graphic dated 05.11.18.

2. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-15. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:06 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Amendment to Final Planned Unit Development and Conditional Use Permit, Electronic Message Center Sign. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Variance, Wall Signs Number Permitted. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



Village of Bensenville

900 S County Line Rd

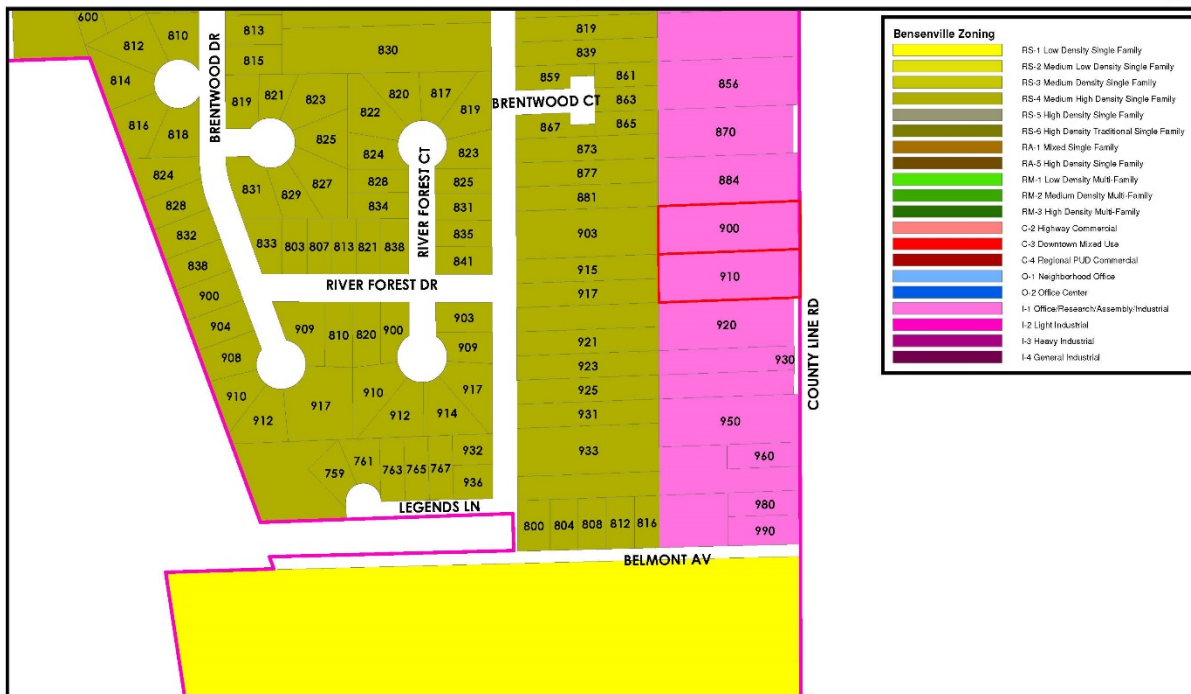


Date: 6/11/2018



Village of Bensenville

Zoning Map



TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.17.18**DESCRIPTION:**

An Ordinance Denying Preliminary & Final Plat of Subdivision for Ismail Tchatalbashev at 121 E. Pine Avenue, Bensenville

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. This was presented this evening.

DATE:

07.17.18

BACKGROUND:

1. The Petitioner would like to subdivide his lot at northwest corner of E Pine Ave and Rose St.
2. The Petitioner supplied a plat that says the current lot is 12,000 SF, making a subdivision possible, as the minimum lot required is 6,000 SF.
3. If approved, the Petitioner plans to build two new homes on the lots.
4. The original petition included a rear yard variation for the north Lot. Subsequent to the Public Hearing the architect has suggested this request could be eliminated.

KEY ISSUES:

1. Staff has concerns about size of corner lot.
2. Rose Street right of way is currently only 60 feet. the Subdivision regulations (Municipal Code Section 11-4-1A) requires a minor residential street to have a 66' Right of Way.
3. The proposed Subdivision does not dedicate the additional 3' as mandated by the Code.
4. Several neighbors showed up to voice their opposition to the subdivision.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the Preliminary & Final Plat of Subdivision be denied.
2. At the Community Development Commission Public Hearing on July 3, 2018, a motion to recommend approval of the requests failed (0 - 4) therefore the requests come to the Committee of the Whole with a negative recommendation from the CDC.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance to deny the requests to subdivide and grant a rear yard variation at 121 E. Pine Ave.

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

Ordinance

7/10/2018

Ordinance

Aerial & Zoning Maps

6/28/2018

Backup Material

ORDINANCE # _____

**AN ORDINANCE DENYING APPROVAL OF A
PRELIMINARY AND FINAL PLAT OF SUBDIVISION
AT 121 EAST PINE AVENUE, BENSENVILLE, ILLINOIS**

WHEREAS, Ismail Tchatalbashev (“Owner”) and Lev Izakson (“Applicant”) filed an application for Preliminary and Final Plat of Resubdivision, Municipal Code Section 11 – 3 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 121 East Pine Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Resubdivision sought by the Applicant was published in the Bensenville Independent on Thursday, June 14, 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 July 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 approved the findings of fact submitted by Village Staff recommending denial of the Subdivision and, thereafter, voted unanimously (4 - 0) to recommend denial of the request, and forwarded its recommendations, including the Staff Report and findings relative to the Subdivision, to the Committee Of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on July 17, 2018 the Committee Of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

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

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

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

SECTION TWO: That the Staff Report and Recommendation to deny the Subdivision sought, as allowed by the Zoning Ordinance, Section 11 – 3, as denied by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees.

SECTION THREE: That the Subdivision from one lot to two lots as sought by the Applicant of the Subject Property is hereby denied.

SECTION FOUR: 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 FIVE: 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 27th day of March 2018.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____- 2018
Exhibit "A"

The Legal Description is as follows:

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

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

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

1. Support for Classification

a. Compatible with Use or Zoning

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

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

b. Supported by the Trend of Development

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

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

c. Consistent with Village Plans

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

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

2. Furthers the Public Interest

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

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

3. Public Services Available

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

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

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

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

Nays: None

All were in favor. Motion carried.

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

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

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

Nays: None

All were in favor. Motion carried.



Village of Bensenville

121 E Pine Av

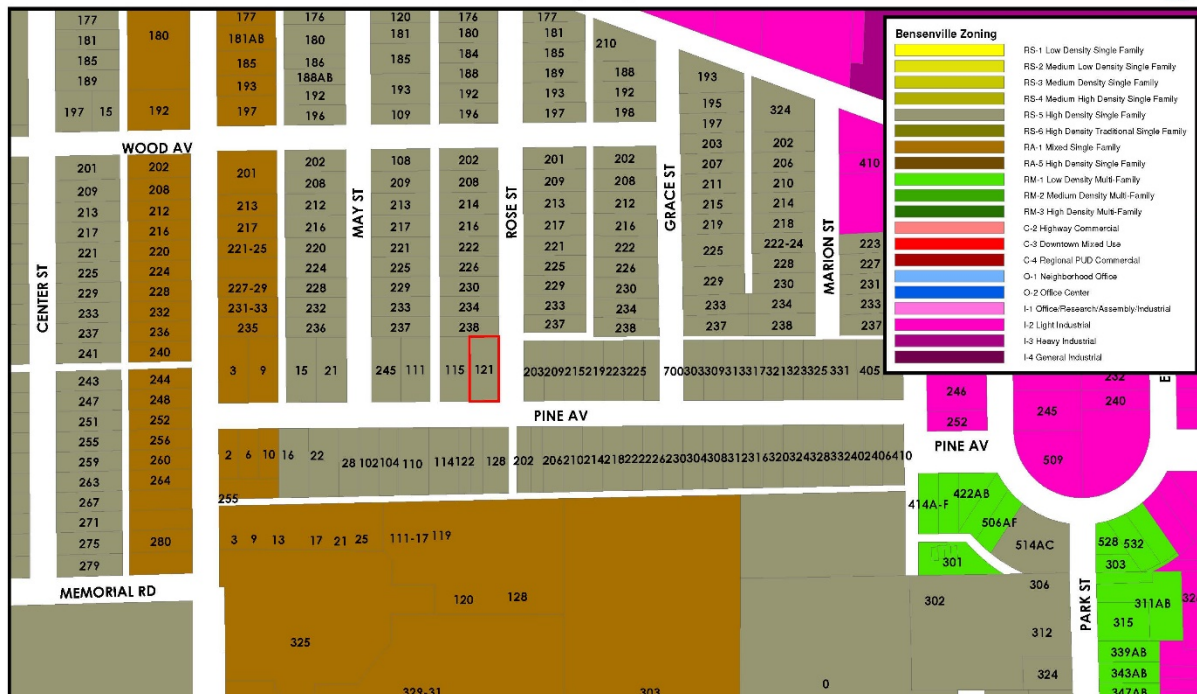


Date: 6/11/2016



Village of Bensenville

Zoning Map



TYPE:Ordinance**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic
Development**DATE:**07.17.18**DESCRIPTION:**

An Ordinance Rescinding Approval of a Preliminary Plan for a Planned Unit Development To Construct Thirty - Seven Single Family Homes for the Property Commonly Known as 770 - 830 South John Street

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION:

Committee of the Whole (Voted unanimously to not extend the PUD)

DATE:

06.19.18

BACKGROUND:

1. The Planned Unit Development is comprised of Plat of Subdivision containing 37 single family homesites.
2. As a PUD, architecture, landscape and other items were specified in the approval.
3. The Village approved the Planned Unit Development on 06.27.2017.
4. The Municipal Code indicates that such a development should begin within 12 months of the approval.
5. The Municipal Code also indicates that a Preliminary Plat of Subdivision is valid for six months. (Municipal Code Section 11 - 3 - 3-4)
6. Work has not begun.
7. The developer respectfully requests an additional one year extension to file the Final Plat.

KEY ISSUES:

1. The developer has indicated in a letter to the Village Manager that work has not begun due to outside influences.
2. Whether the Village Board desires to grant such an extension.
3. Municipal Code Section 10 - 3A - 11 indicates that the Village can provide a 15 day written notice prior to revocation of such an approval.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Ordinance denying the extension and thus rescinding the Planned Unit development.

BUDGET IMPACT:

1. N/A

ACTION REQUIRED:

1. Adoption of an Ordinance.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	7/11/2018	Ordinance
PUD Orinance 25 - 2017	6/14/2018	Backup Material
Developer Extension Request	6/14/2018	Backup Material

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE
AND COOK COUNTIES, ILLINOIS RESCINDING APPROVAL OF A PRELIMINARY
PLAN FOR A PLANNED UNIT DEVELOPMENT TO CONSTRUCT THIRTY-SEVEN
SINGLE FAMILY HOMES FOR THE PROPERTY COMMONLY KNOWN AS 770-830
JOHN STREET, BENSENVILLE, 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 the Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et. seq.*, of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the “*Zoning Ordinance*”); and

WHEREAS, on June 27, 2017, via Ordinance No. 25-2017, the Corporate Authorities approved a preliminary plan for a planned unit development submitted on behalf of Dubin Holdings Inc. (the “*Developer*”); and

WHEREAS, the Zoning Ordinance provides that the Corporate Authorities “may rescind approval of a preliminary plan, or any phase thereof, and thereby revoke such terms and conditions, if the applicant has failed to file within one year of the date of approval of the preliminary plan either a final plan in conformance therewith or a revised plan together with an application for an amendment;” and

WHEREAS, Developer failed to submit a final or amended plan within one year of the date of approval of the preliminary plan; and

WHEREAS, Developer requested an extension of the one-year deadline, which was considered by the Corporate Authorities at their Committee of the Whole on June 19, 2018; and

WHEREAS, Developer was notified that the Corporate Authorities would consider its extension request at the June 19, 2018 Committee of the Whole and that final action on extension or rescission of the preliminary approval would be taken at the July 17, 2018 regular meeting of the Village's Board of Trustees; and

WHEREAS, the Corporate Authorities have reviewed the matter herein and have determined that declining Developer's request for an extension and rescinding the preliminary approval of the planned unit development granted via Ordinance No. 25-2017 is in the best interests of the public health, safety and welfare of the Village and its residents.

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

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

Section 2. The Corporate Authorities find and determine that the adoption of this Ordinance is in the best interests of the Village as well as in the public interest.

Section 3. Developer's extension request is denied and the preliminary approval of the planned unit development in Ordinance No. 25-2017 is hereby rescinded.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Section 6. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that the health, safety and welfare of the residents of the Village is duly protected.

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

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 25-2017

**An Ordinance Granting Approval of a Planned Unit Development to Construct
Thirty-Seven Single Family Homes for the Property Commonly Known as
770-830 John Street, Bensenville, Illinois**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 27th DAY OF JUNE 2017**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 28th day of June, 2017

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 25-2017 entitled an Ordinance Granting the Approval of a Planned Unit Development to Construct Thirty-Seven Single Family Homes for the Property Commonly Known as 770-830 John Street, Bensenville, Illinois.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 28th day of June, 2017.




Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 25-2017

**AN ORDINANCE GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT
TO CONSTRUCT THIRTY-SEVEN SINGLE FAMILY HOMES FOR THE PROPERTY
COMMONLY KNOWN AS 770-830 JOHN STREET, BENSENVILLE, 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 Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and the Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the “*Zoning Ordinance*”); and

WHEREAS, Dubin Holdings, Inc., (“Applicant” and/or “Developer”), through Dubin Consulting, Inc. as its agent, filed an application (CDC Case #2017-03) for a planned unit development, pursuant to Chapter 10 of the Zoning Ordinance, to allow for the construction of forty-one (41) single family homes on the property commonly known as 770 through 830 John Street, Bensenville, Illinois and as legally described on **Exhibit A**, attached hereto and incorporated herein (the “Property”), which is located within the RS-4 Medium High Density Single Family District, and a copy of said application being contained on file in the Community and Economic Development Department (the “*Application*”); and

WHEREAS, the Applicant has requested deviations from the Zoning Ordinance in order to permit the construction of the Planned Unit Development (as defined below)(the “*Code Deviations*”), specifically:

- i. Deviation from Section 10-5D-4, Intensity and Yards, to reduce Lot Area from 7,500 square feet to 4,410 square feet, 4,662 square feet, and 4,792 square feet (typ.); Lot Width from 60 feet to 42 feet (typ.); and front yards from 30 feet to 20 feet (typ.) as shown on the Preliminary Plans set forth on **Exhibit C**;
- ii. Deviation from Section 10-5D(a) to allow lot coverage over 50% so as to allow for the patios shown on the Site Plan, see **Exhibit C**;

- iii. Deviation from Section 10-5D (a) to allow for reduction of required lot widths to be in conformance with the Site Plan and Preliminary Plat of Subdivision as part of **Exhibit C**;
- iv. Deviation from Section 10-5D(a), yard requirements (front, side and rear) so as to allow for the construction of the homes as delineated on the Site Plan and Lot Coverage Exhibits, attached as **Exhibit C**; and
- v. Deviation from Section 11-4-1 A in order to allow for a reduced Right of Way in conformance with the Site Plan and Preliminary Plat of Subdivision as attached as **Exhibit C**.

WHEREAS, Notice of Public Hearing (the “*Notice*”) with respect to the Application and code deviations sought by the Applicant was published in the Bensenville Independent on March 30, 2017 by the Village, and notice was also given via posting of a Public Hearing Sign on the 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 the Notice, the Community Development Commission of the Village of Bensenville (the “*CDC*”) conducted a public hearing in relation to the Application on April 17, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village (the “*Public Hearing*”); and

WHEREAS, at the conclusion of the Public Hearing, the CDC failed to approve the findings of fact submitted by Village Staff recommending approval of the Application with the Code Deviations by 1-5 dissenting vote and, thereafter, failed to recommend approval of the request for the Planned Unit Development set forth in the Application and, notwithstanding the foregoing, the CDC forwarded to the Community and Economic Development Committee the Staff Reports, the minutes of the Public Hearing, the plans submitted as part of the Application and all other documents and testimony made part of the record at the Public Hearing (collectively, the “*Record*”); and

WHEREAS, the Community and Economic Development Committee thereafter forwarded its recommendation and the Record to the Corporate Authorities whereby it was recommended, based upon a review of the Record, that the Planned Unit Development be approved as a thirty-seven (37) single family home residential development with the Code Deviations at the

Property, all as set forth in the Preliminary Plans (defined below) (hereafter, the “*Planned Unit Development*”); and

WHEREAS, the Corporate Authorities have reviewed the matter herein and have determined that approval of the Planned Unit Development, as set forth below in the Preliminary Plans (as defined below) and as recommended by the Community and Economic Development Committee, is consistent with the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: 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 TWO: That the Property is currently zoned under the Zoning Ordinance as RS-4 Medium High Density Single Family District, which zoning classification shall remain in effect subject to the Planned Unit Development granted herein.

SECTION THREE: That the Staff Report and Recommendation, attached hereto as **Exhibit B**, to approve the Application, as permitted by the Zoning Ordinance, is hereby adopted by the Corporate Authorities, and the Corporate Authorities finding that said Planned Unit Development is proper and necessary.

SECTION FOUR: That the Planned Unit Development to construct a thirty-seven (37) single family home residential development with the Code Deviations at the Property is hereby granted, provided that the Planned Unit Development is constructed in substantial conformance with the following plans and specifications relating to the development of the Planned Unit Development, except as may be amended pursuant to Section Five of this Ordinance (collectively, the “*Preliminary Plans*”):

- i. Preliminary Landscape Plan: prepared by The Lakota Group, with a drawing issue date of 02/06/2017 and last revision date of 05/09/2017 (the “*Landscape Plan*”);
- ii. Preliminary Site Plan: prepared by Spaceco Inc., with an issue date of 02/06/2017 and last revision date of 06/02/2017 (the “*Preliminary Site Plan*”);
- iii. Preliminary Plat of Subdivision: prepared by Spaceco Inc., with an issue date of 01/21/2017 and last revision date of 06/02/2017 (the “*Preliminary Plat*”);

- iv. Single Family Prototypes: prepared by BSB Design, with issue dates of 2/03/17 and 2/14/17 (the “*Single Family Prototypes*”);
- v. Preliminary Site Improvement Plans: prepared by Spaceco Inc. (the “*Preliminary Site Improvement Plans*”), which is composed of:
 - a. Preliminary Existing Conditions: prepared by Spaceco Inc., with an issue date of 01/27/2017 and last revision date of 02/03/2017;
 - b. Preliminary Geometric Plan: prepared by Spaceco Inc., with an issue date of 01/27/2017 and last revision date of 05/08/2017;
 - c. Preliminary Grading Plan: prepared by Spaceco Inc., with an issue date of 01/27/2017 and last revision date of 05/08/2017; and
 - d. Preliminary Utility Plan: prepared by Safeco Inc., with an issue date of 01/27/2017 and last revision date of 05/08/2017;
- vi. Lot Matrix: with an issue date of 05/08/2017;
- vii. Lot Coverage Exhibits: prepared by Safeco Inc., with an issue date of 06/02/2017; and
- viii. Fire Truck Turn Exhibit: prepared by Safeco Inc., with an issue date of 05/08/2017.

The above noted plans are defined as the “Preliminary Plans” are attached hereto and made a part hereof as **Exhibit C** and are hereby approved by this Planned Unit Development Ordinance.

SECTION FIVE: The Village hereby approves the Preliminary Plat. The Village shall approve the final plat of subdivision so long as it is in significant conformance with the Preliminary Plat.

SECTION SIX: That the Planned Unit Development granted herein is further subject to the following conditions and restrictions:

- i. The covenants, agreements and other terms and provisions contained in this Ordinance touch and concern and shall be appurtenant and shall run with the Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portion of the Property shall acquire such interest or estate subject to said covenants, agreements, indemnities and other terms and provisions and, during the period of time that he, she or it owns such interest or estate, he, she or it shall be obligated to perform any and all obligations of Developer applicable to that portion of the Property in which he, she

or it holds any estate or interest, jointly and severally with any and all of the other holders of any interest or estate in all or any portion of the Property.

- ii. The final materials and colors of all exterior architecture and building materials to be approved by Village staff, which approval shall be granted so long as the final materials and colors are in substantial conformance with the Single Family Prototypes;
- iii. Appropriate covenants, conditions and restrictions shall be part of the homeowner association ("HOA") Declaration for the Property, which shall be submitted, reviewed and approved by Village staff as part of final plat of subdivision approval, such HOA Declaration shall be recorded at the time of recordation of the Final Plat of Subdivision;
- iv. Six foot (6') opaque wooden perimeter fencing for the Planned Unit Development shall be uniformly installed by Developer and shall be subject to Village staff approval; notwithstanding the foregoing, interior fencing between units shall be strictly prohibited by the HOA Declaration;
- v. Screen plantings along the east property line of the rear yards of Lots 1, 25, 31 and 32 shall be planted to screen these lots from Johns Street;
- vi. Rear and side yard drainage easements, utilities and drainage basins shall be granted by the Final Plat of Subdivision and will be and maintained by the homeowner association with such easements being subject to the review and approval of Village staff;
- vii. Stop signs shall be installed by Developer at the intersections of Florence Street and Johns Street for eastbound traffic;
- vii. Front yard landscaping will be installed by the Developer.

SECTION SEVEN: Developer shall construct or cause the construction of certain public improvements as set forth in and in compliance with the Preliminary Public Improvements in accordance with the Preliminary Plans as well as all local, state and federal standards (the "*Public Utilities*").

- i. Developer shall provide the Village with a bond, letter of credit or other form of security reasonably acceptable to the Village, in the amount of one hundred ten percent (110%) of the estimated cost of construction of the Public Utilities as identified in the Preliminary Plans and Final Plans (as defined below), all as

required under Section 10-3A-4 of the Zoning Ordinance (the “*Infrastructure Security*”).

- ii. Developer, upon completion of the Public Utilities, which completion shall be subject to the review and approval of the Village Engineer, shall dedicate to the Village the Public Utilities within, on or over intended public rights-of-way as are identified in the Preliminary Plans and will be identified in the Final Plans approved as part of approval of the Final Plat. The Village shall be required to accept such dedication only after it has reasonably determined that such Public Utilities have been completed in accordance with the Preliminary Plans and Final Plans. The Developer shall present a request for dedication of Public Utilities accompanied by as-built drawings and a Bill of Sale for the Public Utilities to the Village who shall then accept such dedication, subject to the Village’s review and inspection of such Public Utilities to ensure compliance of said Public Utilities with the Final Plans and compliance with applicable governmental ordinances, laws and statutes.
- iii. The Village shall release the Infrastructure Security in a timely fashion upon the Village’s approval of the construction of the Public Utilities and, where appropriate, dedication of the Public Utilities; provided that the Village shall only be required to release that percentage of the Infrastructure Security that equals the portion of the Public Utilities that have been approved and completed.
- iv. Following the Village’s release of any percentage of the Infrastructure Security, the Developer shall substitute for such released percentage of the Infrastructure Security a maintenance guaranty in the form of a letter of credit or performance bond (the “*Maintenance Guarantee*”), which is equal to fifteen percent (15%) of the actual costs of the completed and dedicated Public Utility for which the Infrastructure Security has been released. The Maintenance Guarantee shall be deposited with the Village. The Maintenance Guarantee shall be effective for a period of eighteen (18) months from the date of acceptance by the Village of any Public Utility (the “*Maintenance Guarantee Term*”). The Village shall return to the Developer the Maintenance Guarantee upon the conclusion of the Maintenance Guarantee Term if no defects develop in relation to the accepted Public Utilities.

SECTION EIGHT: No building permits shall be issued for the construction of the development contemplated herein until the Developer has received approval from the Village of final engineering, final plat of subdivision and final landscape plan for the Planned Unit Development, as well as any revised Preliminary Plan, if any, which is not in substantial conformance with the Preliminary Plans as approved herein (the "*Final Plans*"). All Final Plans submitted by Developer which are in substantial conformance with the Preliminary Plans shall require review and approval solely by the Corporate Authorities without further public hearing. In the event a Final Plan as submitted by Developer is not in substantial conformance with the Preliminary Plans, such non-conforming plan shall either (i) be updated by Developer to be brought into substantial conformance with the Preliminary Plan prior to being resubmitted to the Corporate Authorities, or (ii) be submitted to the CDC for further hearing and review as provided in the Zoning Ordinance.

SECTION NINE: Prior to any permits (other than for a demolition permit for existing structures on the Property) being issued for the construction of the development contemplated herein, the Developer shall coordinate and conduct a preconstruction meeting with the Village to confirm compliance with this ordinance and, the Final Plans, and to coordinate the site requirements and construction schedule (the "*Preconstruction Meeting*"). Not less than one week prior to the Preconstruction Meeting, Developer shall submit a construction schedule and construction site plan to the Village showing compliance with the following staging and schedule requirements:

- i. Construction hours shall be 7:00 a.m. to 7:00 p.m. Monday through Saturday;
- ii. Provision of not less than 6' chain link construction fencing surrounding the Property, with construction access gate located along John Street. The construction fencing can be temporarily taken down and/or relocated as to allow for normal construction and excavation activities. Said fencing shall remain in place until substantial completion of the site work in such area, including construction and installation of all curb, gutter, utility and street improvements (excluding top surface coat) if any.
- iii. Installation of all temporary improvements including but not limited to construction trailers, portable bathrooms, temporary utilities, material storage areas, machinery storage areas, temporary stockpile areas, construction signage etc. In the event Developer determines certain above mentioned items are not required, they are not required to be included on the construction site plan. Prior to the installation or

construction of any such temporary improvements, the Village shall review and approve and permit or disapprove all preconstruction and temporary improvement and staging details, which shall not be unreasonably withheld or denied. In the event the Village does not approve said details, then the Village shall notify the Developer in writing within seven (7) days of submission thereof to the Village of the reasons for disapproval. The Developer shall revise the construction site plan and resubmit it to the Village for review and approval disapproval.

- iv. A construction schedule providing a phasing timeline for the commencement and completion of the development contemplated herein.
- v. At all times during construction, Developer shall maintain the Property and adjoining rights-of-way in a clean, sanitary, and safe condition, and shall immediately upon verbal or written notice by the Village correct any problems identified by the Village. Developer shall clean mud, debris and other material distributed from the Property onto local public streets and rights-of-way during construction.

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

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

SECTION TWELVE: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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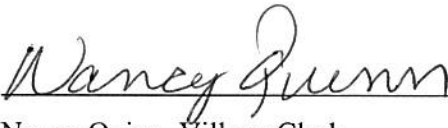
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of June 2017.

APPROVED:

A handwritten signature in black ink, appearing to read 'F. DeSimone', written over a horizontal line.

Frank DeSimone, Village President

ATTEST:

A handwritten signature in black ink, appearing to read 'Nancy Quinn', written over a horizontal line.

Nancy Quinn, Village Clerk

Ayes: Franz, Jaworska, Lomax, Perez

Nays: None

Absent: Carmona, Panicola

EXHIBIT A

Legal Description

PARCEL 1:

LOTS 31 AND 32 IN BLOCK 2 IN BENSENVILLE FARMS, SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923, BOOK 10 OF PLATS, PAGE 82 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 90 FEET OF LOT 33 IN BLOCK 2 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.

Commonly referred to as 770 John Street, Bensenville, Illinois.

And

LOT 33 (EXCEPT THE NORTH 90 FEET) IN BLOCK 2 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923, AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS. EXCEPTING THEREFROM THE EAST 125.00 FEET OF THE SOUTH 80.00 FEET (ALL MEASURED AT RIGHT ANGLES), IN DUPAGE COUNTY, ILLINOIS.

Commonly referred to as 830 John Street, Bensenville, Illinois.

Exhibit B

Staff Report and Recommendation

[see attached]



BENSENVILLE
COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: April 17, 2017
CASE #: 2017 – 03
PROPERTY: 770-830 John Street
PROPERTY OWNERS: Wayne Filosa, The Chicago Trust Company, and Michael Stevens
APPLICANT: Dubin Holding Inc.
SITE SIZE: 7.3 Acres
BUILDING SIZE: n/a
PIN NUMBER: 03-24-404-025, 03-24-404-026, and 03-24-404-061
ZONING: RS-4 Medium High Density Single Family
REQUEST: Preliminary and Final Planned Unit Development to Construct 41 Single Family homes with code deviations to Intensity and Yards, Municipal Code Section 10 – 5D – 4 and Signage, Municipal Code Section 10 – 18 – 9

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday March 30, 2017. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted two Notice of Public Hearing signs on the property, visible from the public way on March 28, 2017.
3. On March 30, 2017 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The applicant is proposing to subdivide and develop an approximately 7.3-acre site at 770-830 John Street, on the west side of John, north of Brentwood Court and South of George St. The development consists of 41 single family homes and associated public improvements, including green space and detention area. The lot is currently zoned RS-4 Medium High Density Single Family District.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	RS – 4	Residential	Single Family Residential	Village of Bensenville
North	RS – 4	Residential	Single Family Residential	Village of Bensenville
South	RS – 4	Residential	Single Family Residential	Village of Bensenville
East	RS – 4	Residential	Single Family Residential	Village of Bensenville
West	RS – 4	Residential	Single Family Residential	Village of Bensenville

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

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

Finance:

All Current

Police:

- 1) Upon reviewing the materials, I could not find how long the driveways are. If they are not 18 to 20 feet long from the sidewalk, there will be a problem with parked cars violating the prohibition on blocking sidewalks.

Response: Driveways are all 20' deep, so police concern that parked cars blocking sidewalk will not be an issue.

- 2) Also, there should be stop signs for the exits from the subdivision to John Street.

Engineering and Public Works:Public Works:

Concern with overall parking for the development.

Response: All parking in garages, driveway pads and street, meet code. I believe, per Code Section, 10-11-11, only 2 parking spaces are required per DU, and our proposal has significantly more.

Engineering:

The applicant has furnished a disposition of preliminary review comments #1. Upon review of the revised submitted materials, the Engineering Division finds the following comments partially addressed and/or unaddressed.

- 1) Per 11-4-1 of Village code, public ROW shall be 66-feet wide for minor streets. Per 11-5-5A, pavement width for a minor residential subdivision shall be 30-feet back to back. The street construction shall be per the alternate typical section shown on page 3 with the exception of ROW width to be 66-feet. Partially addressed. The proposed ROW width shall be 66-feet.

Response: 66' R.O.W width. Applicant and Spaceco, (civil engineer) met with staff, including Joe Caracci, on 7/14/16 to discuss site plan, which included a 60' R.O.W. At that time, the Village concluded that a 60' R.O.W. was acceptable, and all drawings presented to Village and residents were developed using 60' R.O.W. Additionally, I believe John St. is 60' Regarding pavement width, Spaceco's engineering plans show 30' back to back.

- 2) With the proposed narrow ROW width, there are concerns over insufficient room for stockpiling snow during winter months. Unaddressed. Out lots A, B, and C are denoted as private parks.
- 3) Per 11-4-3, all rear and side yard easements shall be minimum 10-feet wide. Rear and side yard drainage easements shall be granted to and maintained by the Homeowners Association (HOA) or individual property owners, as these locations will be extremely difficult to access. Partially addressed. The disposition letter did not mention the ownership of the easement and/or maintenance responsibility.
Response: H.O.A- applicant shall work with Village attorney on specifics.
- 4) Proposed watermain and sanitary sewer shall be installed within the public ROW. All water services shall be equipped with a b-box at property line while all sanitary services shall be equipped with a clean out at property line. Partially addressed. The Village prefers the watermain to be entirely within the proposed roadway pavement for maintenance reasons.
- 5) A detailed final engineering review will be conducted once the project has been approved by the Village Board.

Community & Economic Development:

Economic Development:

- 1) Increases the housing options for young families looking to move to community.
- 2) Helps increase the tax paying population.
- 3) More residents mean increased spending at local businesses.
- 4) Should see a sizable increase in property value, and therefore property tax.
- 5) School District 2 wrote letter of support. They don't feel the development would have a substantial impact on current class size.

Code Compliance:

No comments at this time.

Building:

Exterior walls of non-sprinkled dwellings, the minimum fire-resistance rating shall be determined by the minimum fire-separation distance as detailed in Table R302.1(1) of the 2015 International Residential Code. Be sure to read foot notes.

Planning:

Background

- 1) Current zoning is RS - 4 Medium High Density Single Family.

- 2) The subject property is primarily undeveloped. A rental single-family house at the northern portion of the site will be razed to accommodate this development.
- 3) Existing single family detached homes about the property. Lot sizes range from 7,500-28,000.
- 4) Meets Comprehensive Plan goal of seeking higher density housing in strategic locations to accommodate future growth.
- 5) The Homes for a Changing Region Plan projects that by 2040, the Village could gain 5,287 residents. These homes could serve some of that need.
- 6) Future demand will be primarily for denser housing types, as shown by analysis of ACS data: approximately 57% of demand will be for multiple family units and approximately 20% for small lot single family units.
- 7) Current Village housing stock is dated. This development brings high quality newer housing to help attract a younger demographic.
- 8) The applicant submitted a Market Study as requested both by staff and the neighboring homeowners.
- 9) A portion of the study's conclusion (pages 6 & 7) states, "A detached single family development would be well received by the market at this location. There is presently a shortage of new construction single family homes in Bensenville....This development is planned to fill a niche in the market by offering very functional floor plans with features and finishes which buyers desire in new construction, while situating the homes on smaller lots in order to be able to accommodate a price point attractive to buyers...We conclude that these homes will be highly marketable...we are projecting a sales pace of 2 to 2.5 homes per month or a sellout in approximately 18 months."
- 10) The concept was proposed to the Village of Bensenville in early 2016. Neighborhood meetings were held on August 11, 2016 and October 20, 2016 at Village Hall.
- 11) Residents at the meeting had several concerns:
 - 1) No market for these types of homes.
 - 2) Not typical Bensenville home or neighborhood.
 - 3) Too many homes.
 - 4) Added traffic a concern.
 - 5) Lack of parking a concern.
 - 6) Also received feedback after meeting from a neighbor who really liked the development. Said he thought meeting was overly negative.

Response:

Initial Proposal:

Density: 51 homes

Lot Width: 35

Front Yard: 18'

Side Yards: 3'

Rear Yard: 20'

Additional "park" "space: none.

Comments from those attended meeting:

1. *Side yards need to be wider.*
2. *Market Study- formal down the road*
3. *Need Floor Plans*
4. *Traffic Study down the road*
5. *Concern about several families living in one house.*

6. *Where to put snow? Is this issue- talk to BDOT- if put in detention, then need access*
7. *Fire Truck accessibility concern*
8. *Verify that garage pad can hold two cars (length and width).*
9. *Remove dead end.*
10. *Parking layout concern.*
11. *Density.*
12. *Different façade choices – this is down the road- Viger / City staff issue.*
13. *Verify that the current detention is in the correct spot.*
14. *Rear yard depth*
15. *Lot coverage.*
16. *Fencing for Detention.*
17. *Fencing between back yards*
18. *Tot Lot.*
19. *Houses on John St. should look like front, not a side.*
20. *Need 15' access to detention*
21. *Setback 4 homes on John st. 25'*

Proposal as Submitted to CDC. (all the issues above addressed).

Density: 41 homes

Lot Width: Typical 40

Lot Width: 4 homes on John st 60' (with 25' yard on John st).

Front Yard: 20

Side Yards: 5'

Rear Yard: 25'- 31'

Additional "park "space: yes

Neighborhood Site Plan

- 12) The neighborhood is accessed via a looped 60' wide public street Right of Way identified as Florence Court on the plan. For reference, Right of Way at Heritage Square is 50'.
- 13) Final street name shall be determined by the Village.
- 14) The applicant submitted a Traffic Impact Study.
- 15) Traffic counts of existing vehicles were performed at the George & John Streets intersection and at the Belmont Avenue & County Line Road intersection.
- 16) Based on industry standards the development of 41 single family homes would generate a daily two-way traffic total of 462 vehicle trips.
- 17) The Traffic Impact Study indicates no change in the Level of Service (LOS) at either of the two intersections after the development of the proposed 41 homes.
- 18) Additionally, the Traffic Impact Study found that left or right turn lanes on John Street into the new loop street (Florence Court) are not warranted.
- 19) Conclusions can be found on page 18 of the Traffic Impact Study.
- 20) Each home provides space on site for up to four cars. 25 on street spaces are also provided. There is a protected parallel parking lane on the west side of Outlot A.
- 21) Driveways are 18' wide x 20' long.
- 22) All homes front onto the internal street. No driveways front onto the existing John Street.
- 23) Stormwater is accommodated by a detention area (Outlot B) along the southern property line.
- 24) The property is lower than the abutting areas.

- 25) Two non-detention common open space areas are proposed; one at the northwest corner of the property and the second albeit smaller open space along the north – south portion of the loop street.
- 26) Staff believes the northwestern corner open space (Outlot C) has limited usefulness and neighborhood value as designed. Staff recommends the elimination of this open space. And prefers enlarging the Outlot A park.
- 27) The elimination of lots 28 and 41 abutting the park provides for a larger, more usable, secure and attractive neighborhood amenity and focal point. Perhaps a homesite could be gained in the northwestern corner (Outlot C) of the property.
- 28) As proposed, the detention basin and open space(s) will be privately maintained by a Home Owners' Association (HOA).
- 29) Deviations from the code include:
 - 1) Lot Area. 7,500 SF minimum. Proposed ranges from 4,200-4,440 with the exception of homesites abutting John Street. These four homesites are between 6,300-6,840 SF.
 - 2) Lot Width. 60' minimum. 40' proposed with the exception of John Street facing lots with 60' widths.
 - 3) Lot Coverage. 50% maximum. 47.3%-52.7% proposed.
 - 4) Yards,
 - i. Front. 30' minimum. 20' proposed.
 - ii. Corner side. 30' minimum. 25' proposed.
 - iii. Interior Side. 6' minimum. 5' proposed.

Response: Side yard meets code (Exceptions for Interior Side Yards: Interior side yards shall meet the above requirements for interior side yards, or ten percent (10%) of the width of the lot, whichever is less.)
 - 5) Signage, 10-18-9A-2b Number of Residential signs permitted.
- 30) 41 proposed homes. Based on required lots in RS – 4 district, and with current ROW and detention but no open space, 27 homes would be allowed per code.

Response: Per Applicant discussion with Village, detention could be placed under ground, or in back yards with cross easements which would eliminate the open space / green feature, which would allow more land for development.

Regarding Density, I believe the code allows for more than 27 homes.

"Per 10-5D:1 This District is intended to provide in existing and newly developing areas for a single-family detached residential environment characterized by small sized lots and densities not exceeding five and eight-tenths (5.8) dwelling units per acre"

Thus, 7.3 acres x 5.8 = 42 homes may be allowed.

Staff response: That density is technically correct but ignores minimum lot size requirements for the district.

Landscape

- 31) Is neighborhood entry monumentation (signs) proposed? None are shown on the plan.
- 32) During the preliminary Neighborhood meetings, there was a consensus that the new neighborhood should mesh with the existing one along John Street. To accomplish this citizen goal, the John Street frontage has been designed as a front yard, without heavy screening landscape. Rather a broad front yard is proposed.
- 33) Staff recommends screening plantings along the east property line of the rear yards of homes 1, 27, 34 and 35. This screening would screen the rear yard uses from John Street.

- 34) Landscape design of the privately maintained park (Outlot A) should be reviewed and approved by the Village staff.
- 35) Individual homesites have front yard landscape depicted. Are these landscape packages included with the home? Staff recommends the front yard landscape package be included with the home purchase.
- 36) Rear yard plantings will be done by the individual buyer/families.
- 37) The detention basin will be landscaped with randomly placed evergreen and deciduous trees and prairie plants.
- 38) Street trees will be provided.
- 39) Staff recommends that a solid wood board to board perimeter fence be installed by developer.
- 40) Staff believes that the neighborhood covenants should prohibit fencing of the rear yards. An exception could be made to separate the rear yards of home from common open spaces and the detention basin. In this case, a standardized fence should be put into the HOA, similar to fencing in Heritage Square.

Homes / Architecture

- 41) Three unique home models are proposed.
 - 1) Plan 1: 1,877-2,049 SF
 - 2) Plan 2: 2,137 SF
 - 3) Plan 3: 2,384-2,538 SF
- 42) The homes are 3 to 4 bedrooms, some with a first floor Master Bedroom, 2 ½ to 3 ½ baths and feature nine-foot ceiling heights including the basement.
- 43) Each of the three floor plans has three elevations, providing for nine different elevational looks. Color renderings have been submitted as part of the application. Additional elevations may be added when the neighborhood is in sales.
- 44) Half of the homes have look-out basements.

Response: No walkout basements. But, all basements will have window wells for light (in side and rear yards).
- 45) There has been a shift away from front loaded homes. Staff has been considering language in the new zoning code that would require the design of homes with attached garages to be a certain distance behind front building line. The architect has provided varying setbacks and materials on the front elevations along with upgraded garage doors to mitigate the potential negative visual of the front loaded garages along the streetscape.
- 46) Building materials, as well as, colors are important. Final materials and colors to be approved by staff at permitting.
- 47) Staff recommends masonry elements be on many of the homes constructed.
- 48) The four homes along John Street are designed to “front” on John Street to integrate the new homes into the existing neighborhood fabric. As previously noted these homesites are larger than the others and the home are setback from John Street roughly equivalent to the existing homes along the west side of the street.
- 49) A similar façade treatment should be considered for the side elevations abutting the Outlot A park.

The review and recommendation of the Planned Unit Development and Conditional Use Permit should be determined by the "Approval Criteria" found in the Village's Zoning Ordinance. The applicant has submitted commentary on these Approval Criteria. The applicant's comments are attached to the application. Staff generally concurs with the applicant's submitted statements and also offers the following Findings of Fact for the Community Development Commission's review.

APPROVAL PROCESS AND CRITERIA:

The Community Development Commission shall review the Planned Unit Development using the following criteria:

1. **Superior Design:** The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations, and solely on this basis modifications to such regulations are warranted.

Applicant's Response: The proposed PUD meets this standard in two important ways:

First, by utilizing smaller-single family lots (as called out for within the Village's Comprehensive Plan) this allows for the development to provide for substantially more open space and park space than would be provided in a 'normal' subdivision. The total site area is 7.30 acres. The combination of open space and park space is 1.41 acres. This is 20% of the site which far exceeds the amount of open space typically seen in residential subdivision developed per the underlying zoning designation. (As of right developments as would be permitted on this site).

The second response to this standard is the significant architectural style and details that are propose to be part of the PUD. Development of the site as of right (as would be possible in accordance with the Village's zoning ordinance) would not require the level of architecture that will be encompassed by the PUD.

2. **Meet PUD Requirements:** The PUD meets the requirements for planned unit developments set forth in this Title, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

Applicant's Response: The project, as set forth herein meets the standards for development as a PUD. The PUD will allow for smaller lot sizes as called out for under the Village's Comprehensive Plan (noted below).

3. **Consistent with Village Plan:** The PUD is generally consistent with the objectives of the Village general development plan as viewed in light of any changed conditions since its adoption.

Applicant's Response: The Village's Comprehensive Plan contains a number of provisions which the proposed PUD will address:

Single Family Residential District-These parcels -accommodate detached and attached single-family homes. Detached single-family homes can include a variety of densities, from the traditional single-family detached homes found in the Village to compact, small lot homes. Certain parcels within this district can accommodate neighborhood parks and recreational amenities, religious institutions, and neighborhood retail uses that service the neighborhood.

The proposed PUD meets with the conditions set forth in the Comprehensive Plan by providing a density (hence development type) that will better address the needs of today's residents.

3. Chicago Metropolitan Agency for Planning (CMAP)'s analysis of the American Community Survey data determines that future demand will primarily be for denser housing types: approximately 57 percent of demand will be for multiple family units and approximately 20 percent for small lot single-family units.

As noted in CMAP's analysis which was utilized in drafting the Village's Comprehensive Plan there is a need for small lot single family homes. This type of development meets the needs of today's marketplace and also address the desire for a detached single family home at price points which the market will appreciate.

4. The Village's housing stock is old compared to the county and region, with approximately three-quarters of homes built between 1950 and 1980. Residents who were interviewed in the Housing for the Changing Region report expressed the need to maintain existing residential properties while adding higher quality new housing to attract a younger demographic.

The houses are designed to meet the desires of the younger residents which it is intended to attract along with providing home styles with master bedrooms on the first floor which is attractive to the empty nester market.

4. **Public Welfare:** The PUD will not be detrimental to the public health, safety or general welfare.

Applicant's Response: The density of the PUD will not cause any traffic impacts to the surrounding roadway network. Four parking spaces (the maximum number permitted on a residential lot) are provided for each dwelling unit (where the code requires two parking spaces) so there will be no parking impact on the surrounding neighborhood. The utilities available to the site are appropriately sized to serve the proposed density. Storm Water Facilities are adequately designed so that the project will not cause any flooding issues with the surrounding neighborhood.

5. **Compatible with Environs:** Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

Applicant's Response: The surrounding land uses are mainly single family detached homes which the proposed development is compatible with. Being self-contained, the

smaller lots will not negatively affect the pattern of development in the surrounding neighborhood. No aspect of the single family homes will impair the environmental quality of the surrounding neighborhood.

6. **Natural Features:** The design of the PUD is as consistent as practical with preservation of any natural features such as flood plains, wooded areas, natural drainage-ways or other areas of sensitive or valuable environmental character.

Applicant's Response: There are no natural features to preserve. Permanent open space is being created through the proposed PUD.

7. **Circulation:** Streets, sidewalks, pedestrian-ways, bicycle paths and off-street parking and loading are provided as appropriate to planned land uses. They are adequate in location, size, capacity and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks and snow plows, as appropriate, without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD or unduly interfering with the safety or capacity of adjacent streets.

Applicant's Response: The roadway network is a simple loop which provides adequate access to John Street. The number of daily trips is insignificant enough so as to cause no traffic issues within the surrounding roadway network. The addition of 11 single family homes (instead of the 30 homes possible under the underlying zoning) will cause no significant issues with traffic or parking. The site plan denotes a sidewalk serving the development.

8. **Open Spaces and Landscaping:** The quality and quantity of common open spaces or landscaping provided are consistent with the higher standards of design and amenity required of a PUD. The size, shape and location of a substantial portion of any common open space provided in residential areas render it usable for recreation purposes.

Applicant's Response: As noted above, over 20% of the site is being preserved as permanent open space. The detention area will be designed in an environmentally sensitive way which will enhance the development. Two 'park' areas are provided for use by the residents of the development.

Open space between all buildings is adequate to allow for light and air, access by fire-fighting equipment, and for privacy where walls have windows, terraces or adjacent patios. Open space along the perimeter of the PUD is sufficient to protect existing and permitted future uses of adjacent property from adverse effects from the development.

The open space within the development and between homes is adequate for light and air to each home. There is no need to buffer the project from adjacent vacant properties which may be developed as the surrounding properties are generally developed with single family detached homes which are compatible to the proposed use of this property.

9. **Covenants:** Adequate provision has been made in the form of deed restrictions, homeowners or condominium associations or the like for:
- a. The presentation and regular maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas and other common elements not to be dedicated to the Village or to another public body.
 - b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future ownerships.

Applicant's Response: A Homeowners Association will be formed. A draft of the HCTA declarations will be submitted at the time of final Plat of Subdivision Approval. The HOA will be responsible for maintenance of the common open space. All other utilities and the streets will be publically dedicated.

Since the architecture of the single family homes will be part of the PUD ordinance there is no requirement for architectural control by the HOA.

10. **Public Services:** The land uses, intensities and phasing of the PUD are consistent with the anticipated ability of the Village, the school system and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools and other public facilities and services without placing undue burden on existing residents and businesses.

Applicant's Response: The school district has submitted a letter evidencing their support for the project. All other services (water, sewer, etc) are adequate to service the development without undue burden.

11. **Phasing:** Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

Applicant's Response: The provision and improvement of public or common area improvements, open spaces and amenities, or the provision of financial sureties guaranteeing their improvement, is phased generally proportionate to the phasing of the number of dwelling units or amount of nonresidential floor area. (Ord. 07-99, 2-23-1999)

The development will be built in one phase with all of the infrastructure going in at the same time, including all utilities, roads and storm water facilities. The Park space will be improved prior to issuance of the first occupancy permit.

Planned Unit Development Approval Criteria	Meets Criteria	
	Yes	No
1. Superior Design	X	
2. Meets PUD Requirements	X	
3. Consistent With Village Plans	X	
4. Public Welfare	X	
5. Compatible With Environs	X	
6. Natural Features	X	
7. Circulation	X	
8. Open Space & Landscaping	X	
9. Covenants	X	
10. Public Services	X	
11. Phasing	X	

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the PUD for Dubin Holding Inc. with the following conditions:

1. Developed in accordance with the plans prepared by SpaceCo dated 02.06.2017 last revised 03.10.2017.
2. Site Plan to be revised to enlarge Outlot A by the elimination of homesites 28 and 41
3. Final material and colors of all architecture, etc. to be determined in conjunction with the Village staff.
4. HOA shall be created and the declarations to be reviewed and approved by the Village Attorney prior to recordation.
5. Phasing / Timing. Final plans must be submitted within 12 months of preliminary approval. A development schedule should be submitted to staff at that time.
6. A solid wood board to board perimeter fence should be installed by developer.
7. Developer will install screening plantings along the east property line of the rear yards of homes 1, 27, 34 and 35. This screening would screen the rear yard uses from John Street.
8. Front yard landscape should be installed by developer as depicted in submitted plans.
9. Rear and side yard drainage easements shall be granted to and maintained by the Homeowners Association (HOA) or individual landlords.
10. Stop signs to be installed at both intersections of Florence and John Streets for vehicles exiting to neighborhood (eastbound).

Respectfully Submitted,
Department of Community
& Economic Development

Exhibit C
Preliminary Plans
[see attached]

THE LAKOTA GROUP.

116 West Illinois Street
Chicago, Illinois 60654
P 312.467.5445
F 312.467.5484
thelakotagroup.com

PREPARED FOR
Dubin Consulting

607 Academy Drive
Northbrook, IL 60062

PROJECT

770-830

John Street

Subdivision

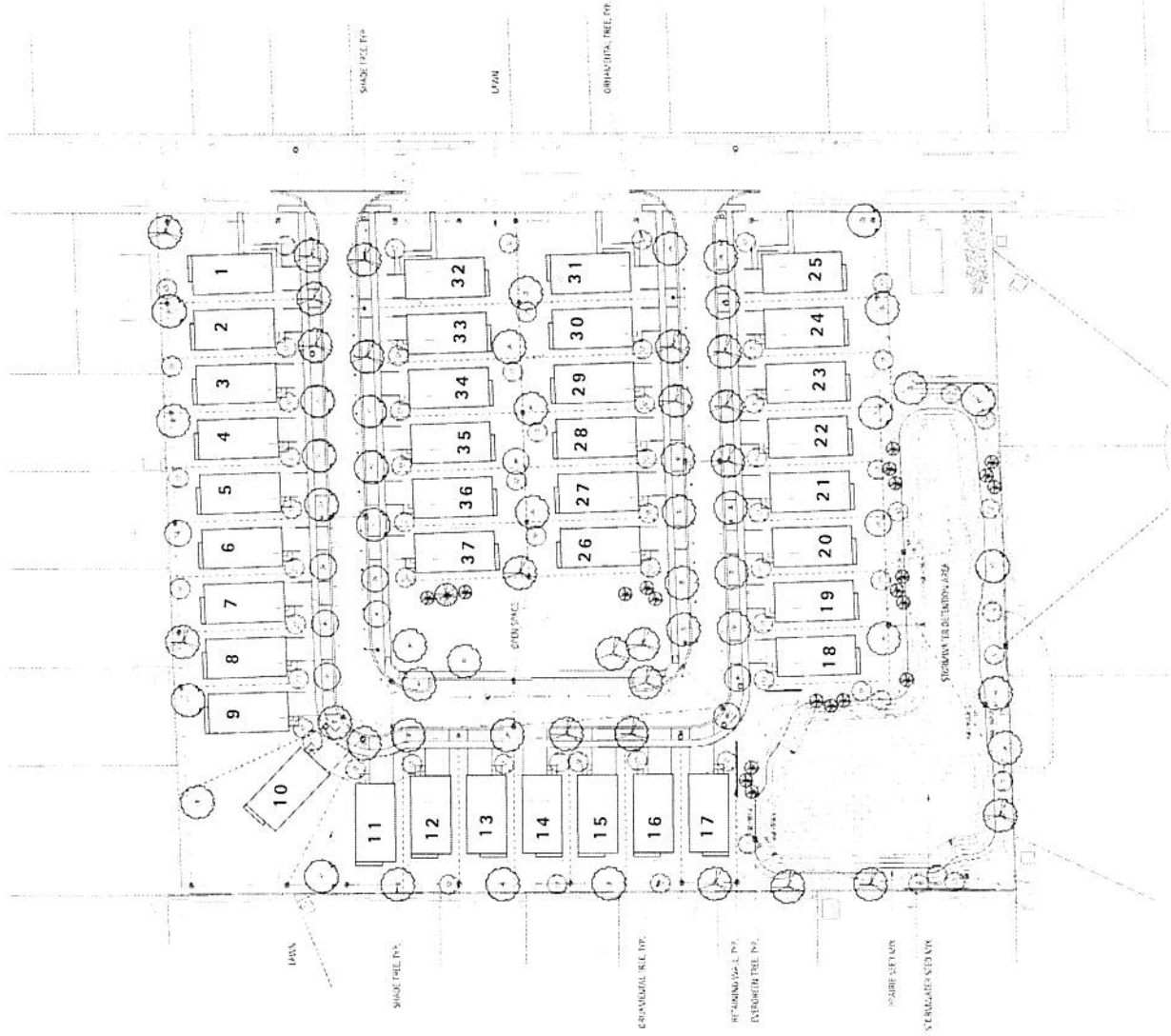
Bensenville, IL

LEGEND

- APPROXIMATE LOT CORNER
- CURB CUT
- SHADE TREE (TYPICAL)
- BRUSHY AREA (TYPICAL)
- EXISTING TREE (TYPICAL)
- LAWN (TYPICAL)
- STREET LIGHT (TYPICAL)
- PAVEMENT (TYPICAL)

NOTES

- INDIVIDUAL LOTS TO BE ADJACENT TO CORNER



Call before
you dig.
811

ISSUED
MAY 9, 2017
REVISIONS

No. Date Issue
01 2017.02.06 Issue for Approval
02 2017.03.10 PG Revisions
03 2017.04.26 PG Revisions
04 2017.05.09 PG Revisions

CHECKED BY
JC

DRAWN BY
JA

SHEET TITLE
**Preliminary
Landscape Plan**

SCALE IN FEET
1" = 40'

0' 20' 40'

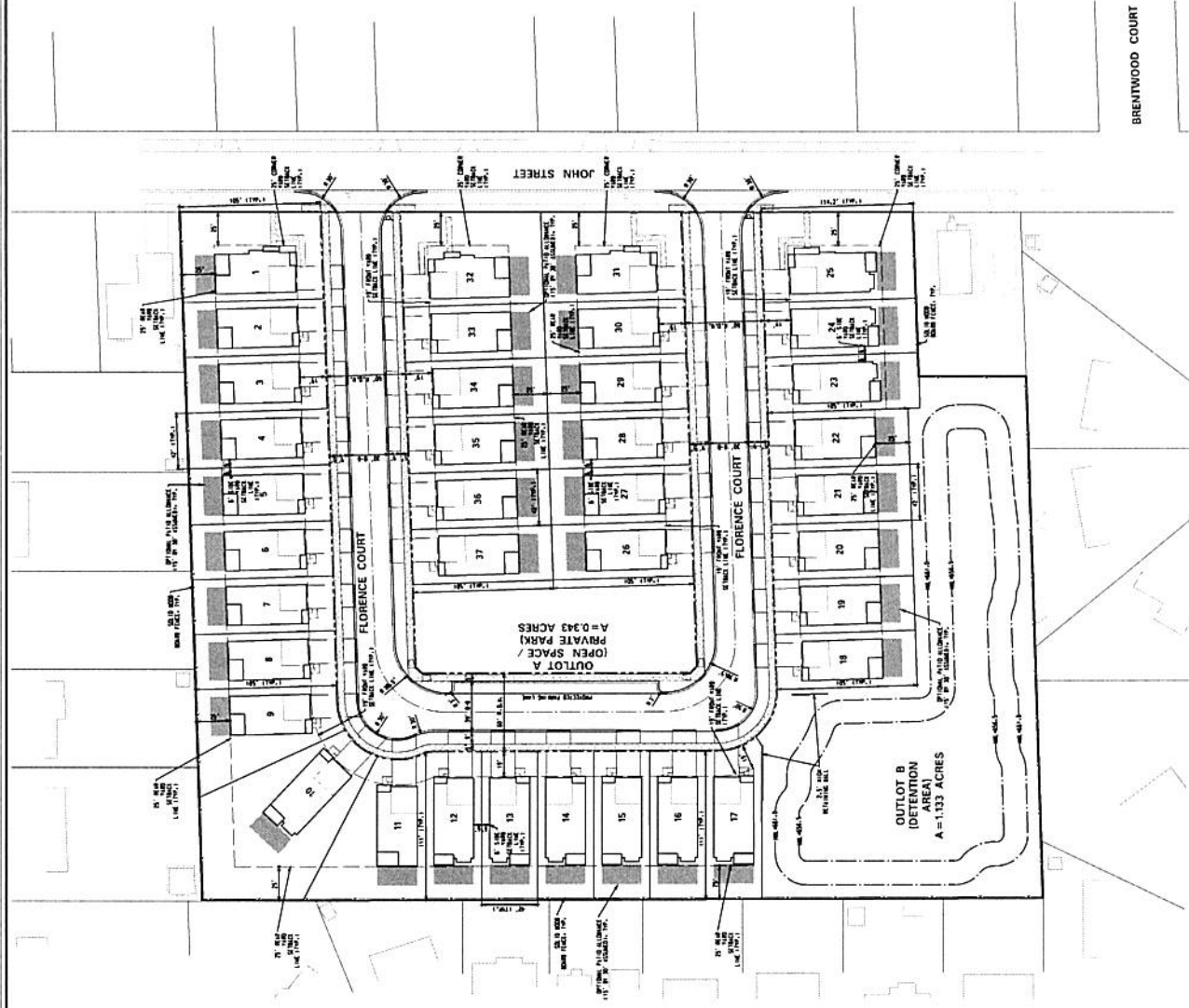
NORTH

SHEET NUMBER
L1.0

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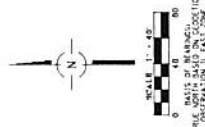
GARAGE	DRIVEWAY	ON-STREET	TOTAL
74	74	26	174

ALLS, COMMON ELEMENTS, CENTER



05-24-40-061
05-24-40-062
05-24-40-063
05-24-40-064
05-24-40-065

BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE
1ST02 PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



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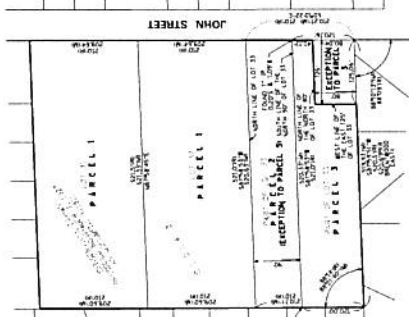
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SITE LOCATION: 27
ARROW RD., ST. PAUL,
LA. 70689. DIST. TO
LA. STATE CAPITOL BLDG.
IS APPROX. 14 MI. S.W.

ACTIVITY OF FIELD WORK: DATA TO BE

CONTOURS WITHIN TREE LINE LIMITS ARE APPROXIMATELY DUE TO OCEAN TIDE CHANGES.
THE CURRENT ZONING FOR THE SUBJECED PROPERTY IS RS-4 AND LHM HIGH DENSITY SINGLE
FAMILY BASED ON THE VALUE OF \$1,000,000.00. ALL 2015 ZONING MAP ADOP. 12/13/2015
RECEIVED 12/15/2015.

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EXISTING BOUNDARY INFORMATION



TYPICAL LOT DETAIL

C. BATES CONSULTING, P.O. BOX 255-7840
 LICENSE CAP 0051 97-10-2718
 10010 SW 16 ST. SUITE 100
 MIAMI, FL 33157-1000
 TEL: 305-444-1111
 FAX: 305-444-1112
 E-MAIL: C.BATES@CABLEONE.NET
 WWW: WWW.CBATESCONSULTING.COM

DATE: 01/22	JOB NO. 10	PA (NAME) GOSWAMI - A	Sheet 1 of
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CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

SPACECO INC.	
DATE	12/15/2017
TIME	10:00 AM
LOCATION	10000 W. 100th Ave. Suite 100
CONTACT	John Doe
PHONE	123-456-7890
FAX	123-456-7891
EMAIL	john.doe@spaceco.com
WEBSITE	www.spaceco.com
ADDRESS	10000 W. 100th Ave. Suite 100
CITY	Denver
STATE	CO
ZIP	80201
COUNTRY	USA
CUSTOMER	ABC Corp
PRODUCT	Space Shuttle
QUANTITY	1
UNIT PRICE	\$1000000.00
TOTAL	\$1000000.00
TAXES	\$0.00
NET TOTAL	\$1000000.00
TERMS	Net 30
DISCOUNT	0%
DATE DUE	01/14/2018
DATE PAID	
PAID AMOUNT	\$0.00
BALANCE DUE	\$1000000.00
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RESOURCES REVIEW

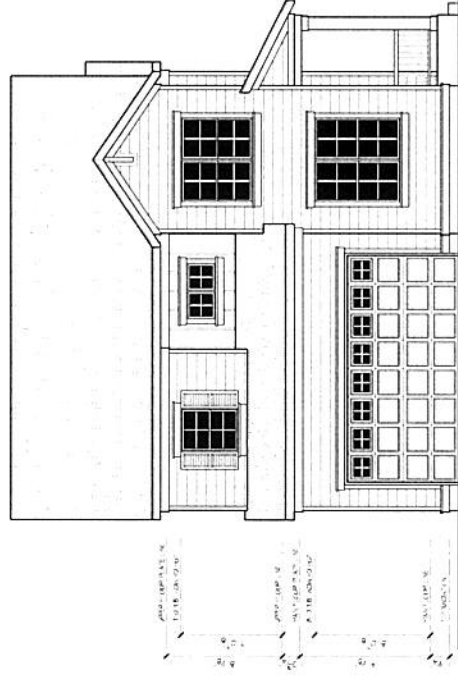
FOR
PURP

QUALITY
BUILDING MATERIALS, INC.
4301 N. CIRCLE AVE
CHICAGO, IL 60641

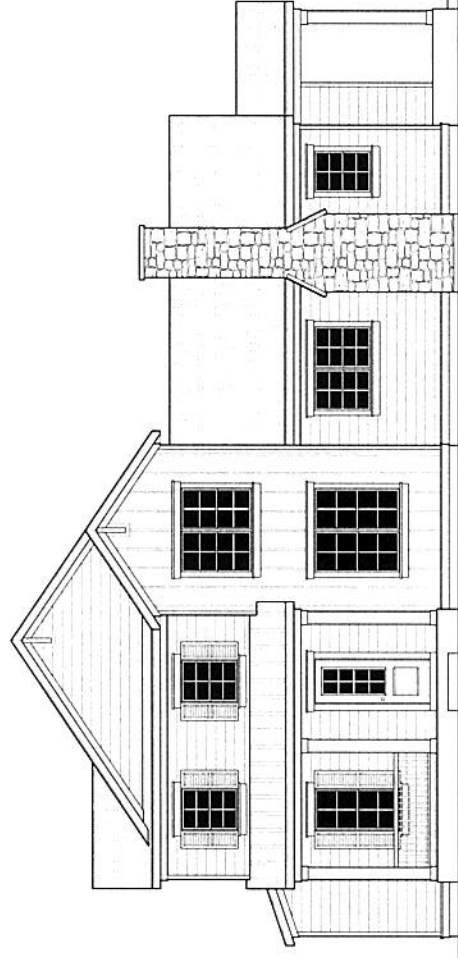
APPLICANTE
UNITED MEDICALS, INC.
100 W. CLEVELAND AVE.
CINCINNATI, OH 45201

ASD FOR
CONGLATING, INC.
10000 100th Ave
Bldg. 10, Bldg. 10

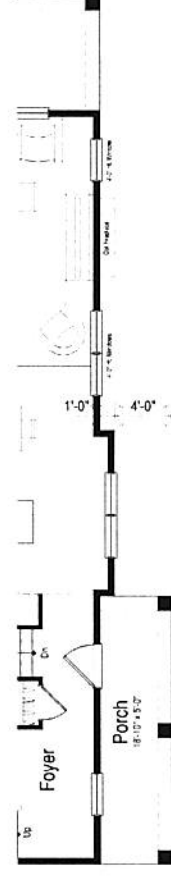
PREPARED BY
DATE
4-2-2004
CHICAGO



Plan 1: Farmhouse
Front / Side Elevation
 SCALE: 1/8" = 1'-0"



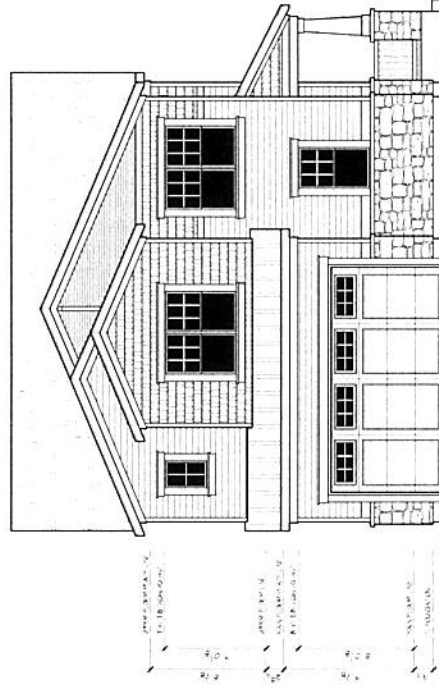
Plan 1: Farmhouse (Corner Lot Elevation)
John Street Elevation
 SCALE: 1/8" = 1'-0"



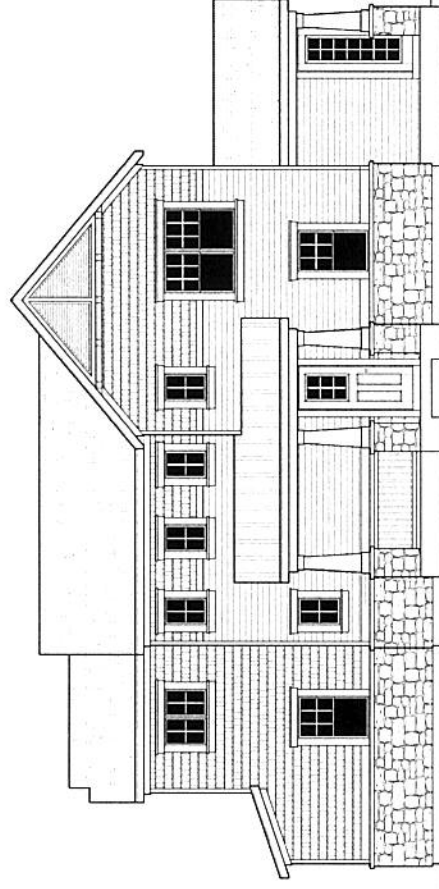
Single Family Prototype
 SF-160555

Character Elevations

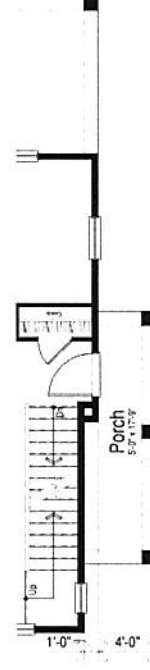
Dubin Consulting, Inc.



Plan 2 - Shingle
Front / Side Elevation



Plan 2 - Shingle (Corner Lot Elevation)
John Street Elevation



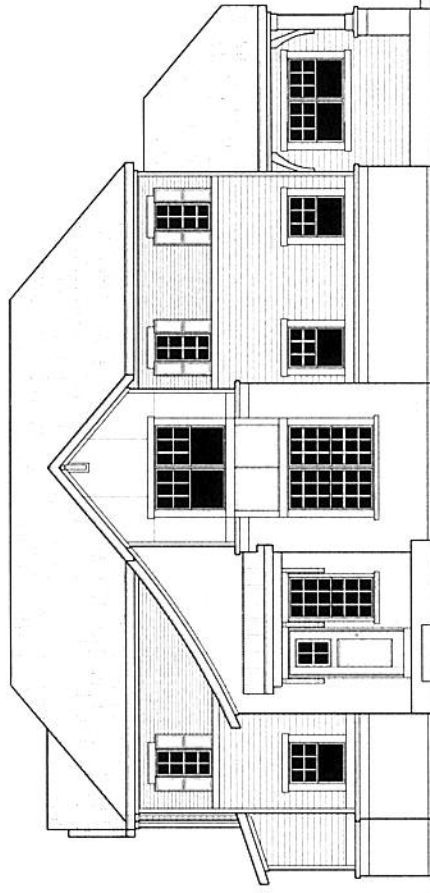
Dubin Consulting, Inc.

Character Elevations

Single Family Prototype
SF160555

02-14-2017
E.C. 102.mwp/m





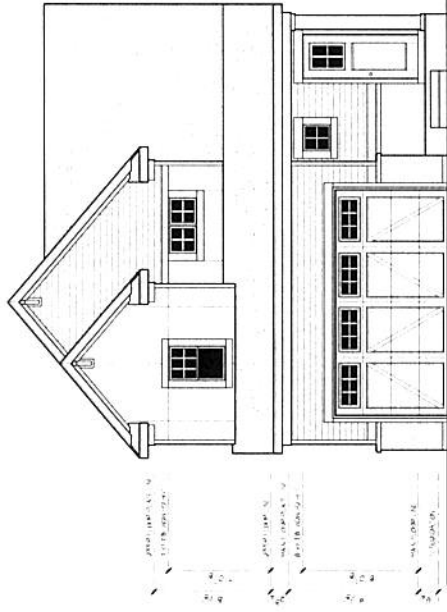
Plan 3 - European (Corner Lot Elevation)
John Street Elevation



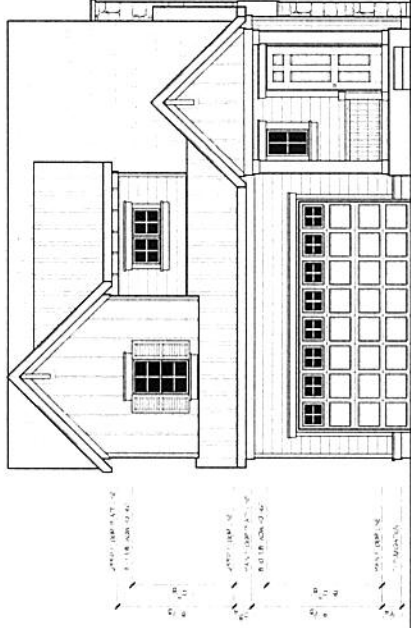
Single Family Prototype

02-14-2017
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Dubin Consulting, Inc.



Plan 1: European
Front Elevation
SCALE: 1/8" = 1'-0"



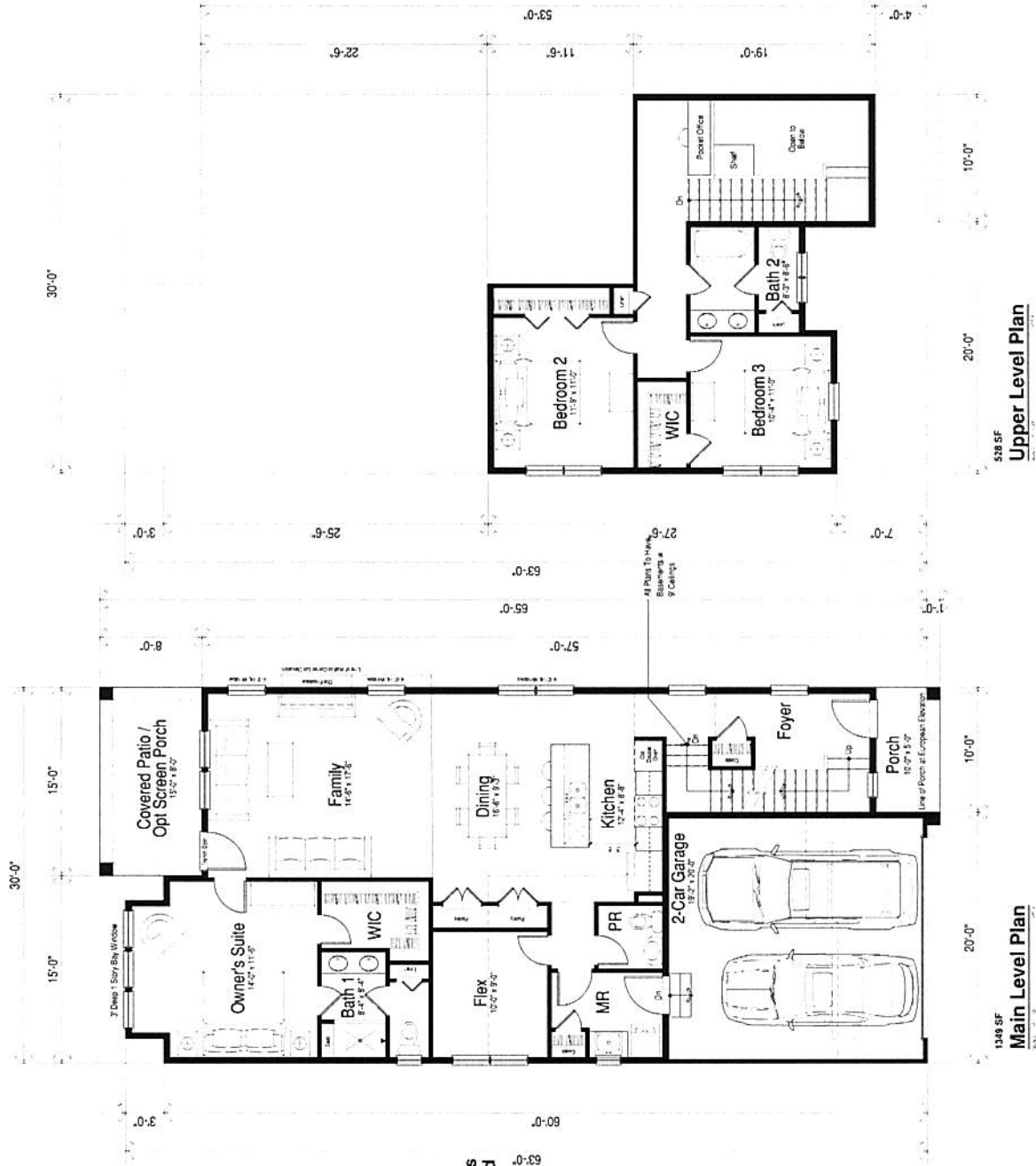
Plan 1: Farmhouse
Front Elevation
SCALE: 1/8" = 1'-0"



Plan 1: Shingle
Front Elevation
SCALE: 1/8" = 1'-0"

Character Elevations

Dubin Consulting, Inc.

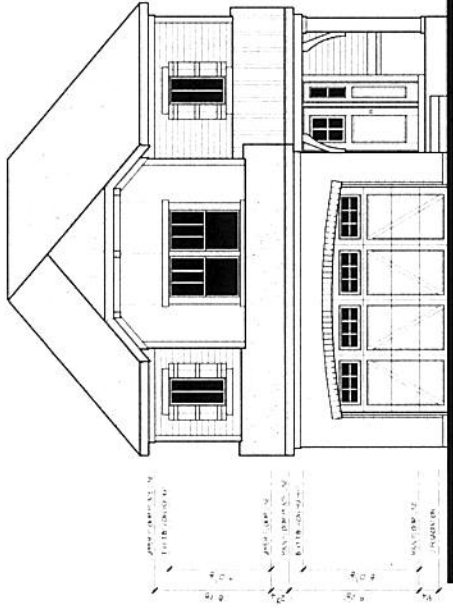


Floor Plans: Plan 1 - 1877 - 2049 SF
First Floor Master Model

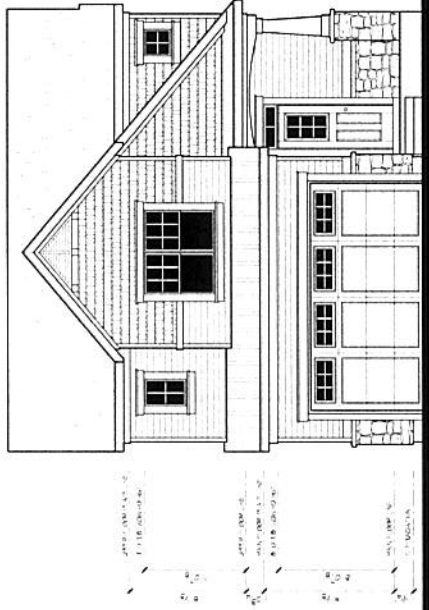
- General Notes:**
- 1.) Ceiling Heights Shall Be 9'-0" Tall (Approx) on Main and Upper Floors
 - 2.) 9'-0" Tall (Approx) Full / Unfinished Basements Are Included With All Homes
 - 3.) Provide Basement Windows Per Code
 - 4.) Area Ways Where Required for Basement Windows May Project Into Side-Yards
 - 5.) Fireplaces May Encroach 18" Into Side and Rear-Yards



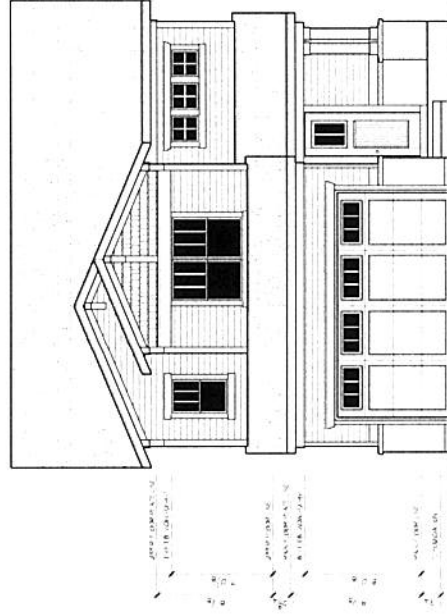
Floor Plans: Plan 1 - 1877 - 2049 SF
First Floor Master Model



Plan 2 - European
Front Elevation
SCALE: 1/8" = 1'-0"



Plan 2 - Shingle
Front Elevation
SCALE: 1/8" = 1'-0"



Plan 2 - Craftsman
Front Elevation
SCALE: 1/8" = 1'-0"

Character Elevations

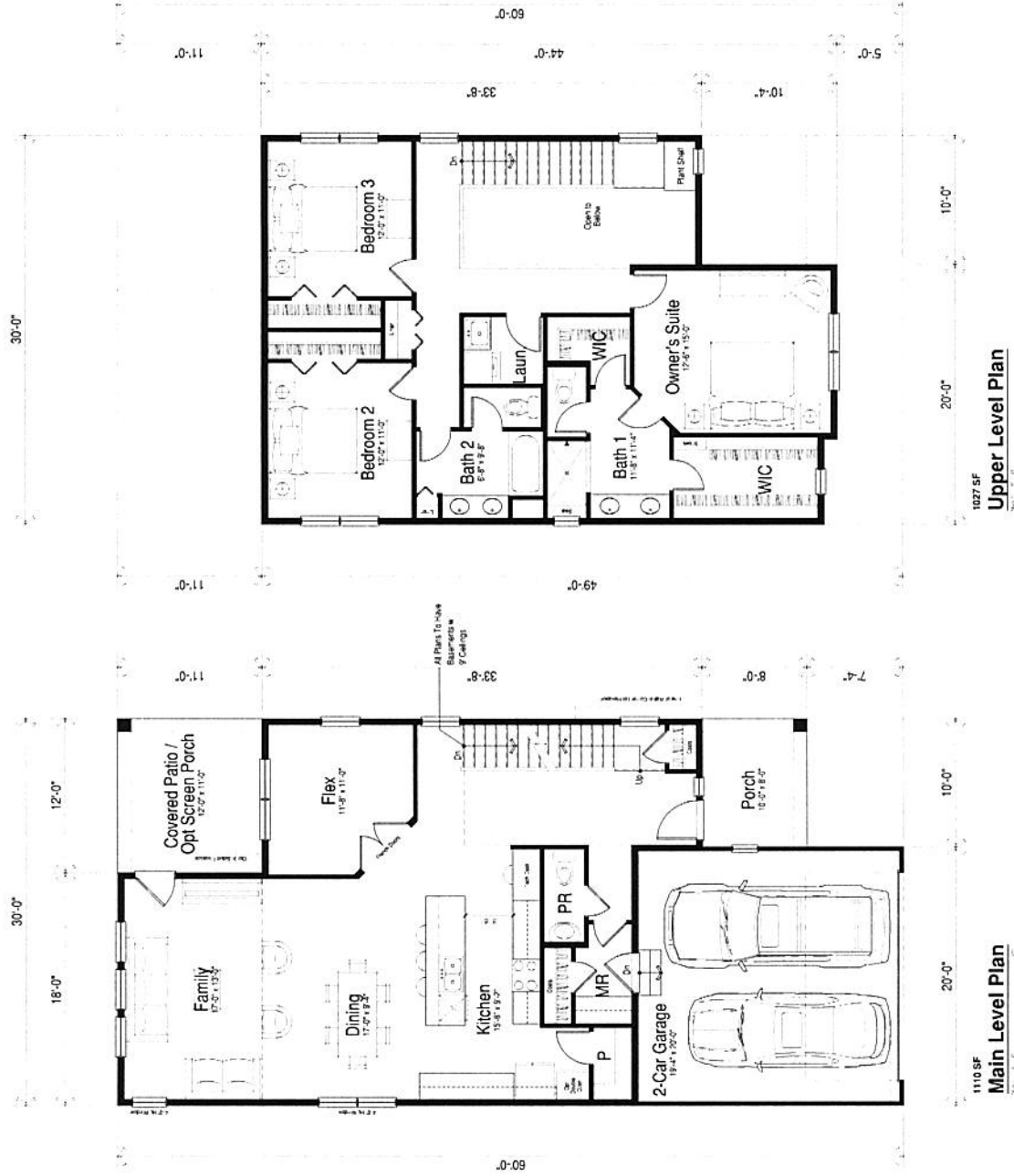
Dubin Consulting, Inc.

Single Family Prototype

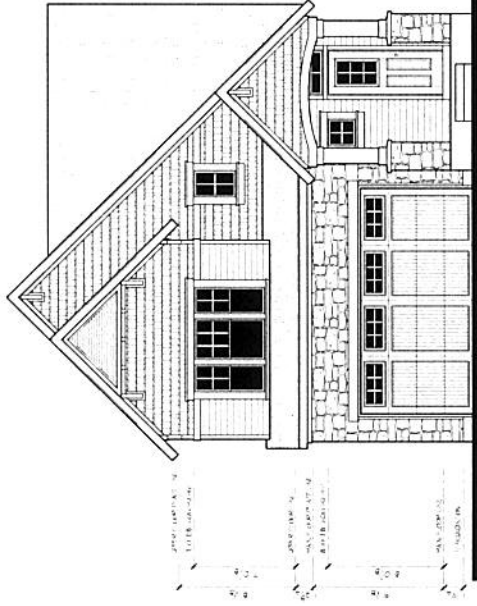
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02-03-2017
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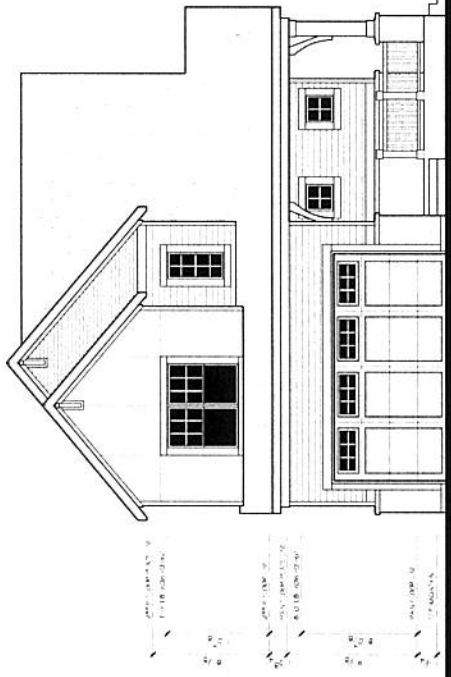




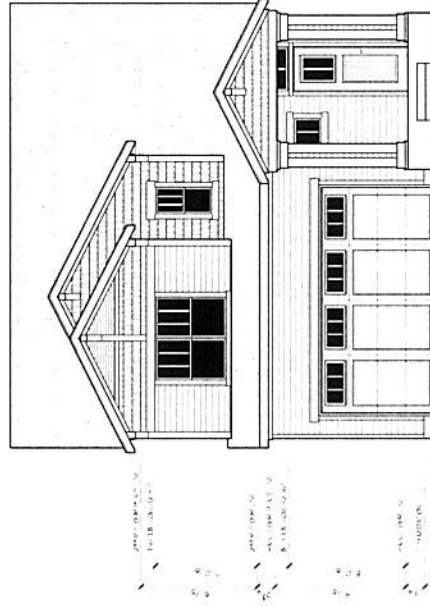
- General Notes:**
- 1.) Ceiling Heights Shall Be 9'-0" Tall (Approx) on Main and Upper Floors
 - 2.) 9'-0" Tall (Approx) Full / Unfinished Basements Are Included With All Homes
 - 3.) Provide Basement Windows Per Code
 - 4.) Area Ways Where Required for Basement Windows May Project Into Side-Yards
 - 5.) Fireplaces May Encroach 18" Into Side and Rear-Yards



Plan 3 - Shingle
Front Elevation
SCALE: 1/8" = 1'-0"



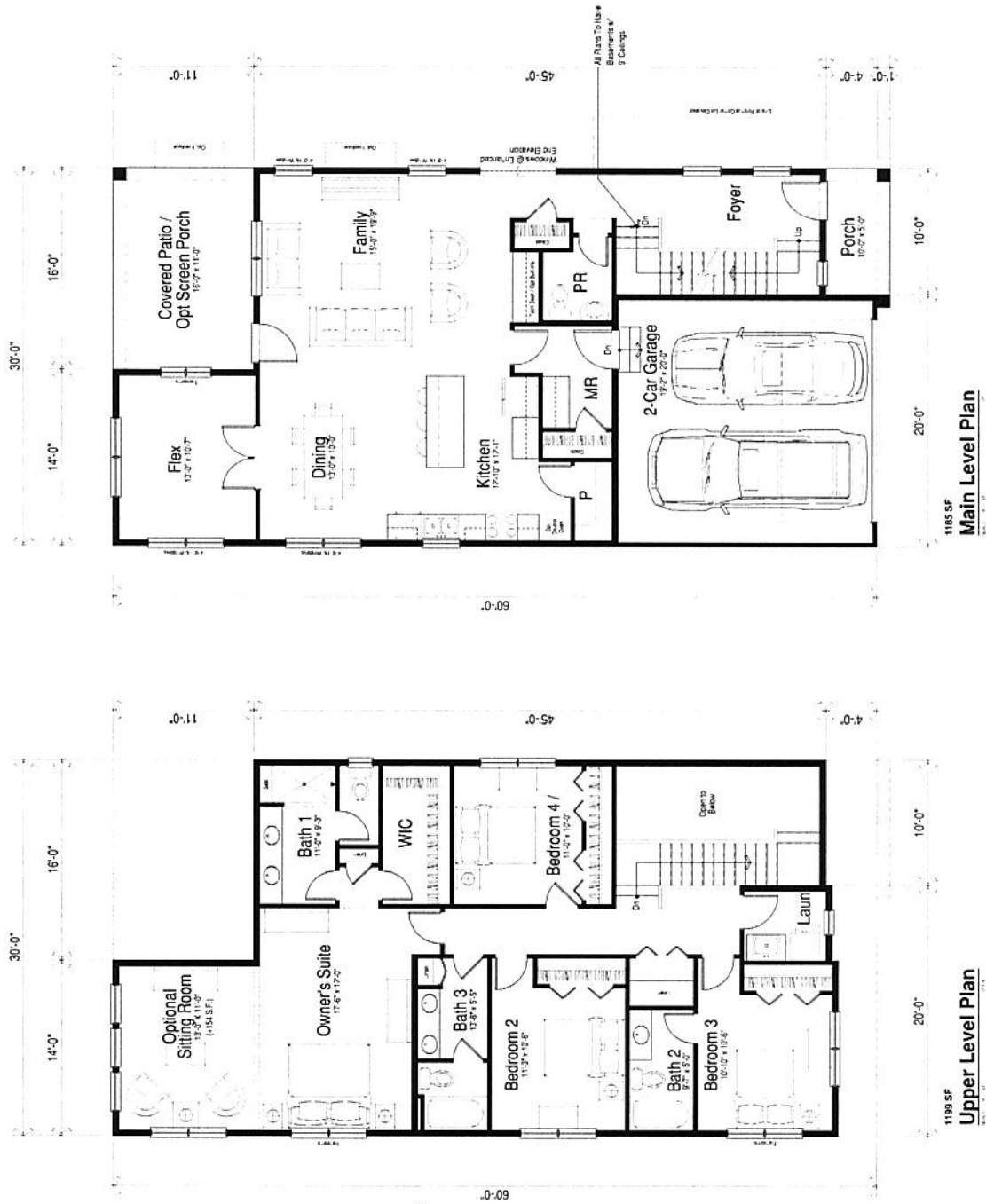
Plan 3 - European (Corner Lot Elevation)
Front Elevation
SCALE: 1/8" = 1'-0"



Plan 3 - Craftsman
Front Elevation
SCALE: 1/8" = 1'-0"

Character Elevations

Dubin Consulting, Inc.



Floor Plans: Plan 3 - 2384 SF (2538 SF w/ Opt Sitting Room)
Larger 4 Bedroom Model

- General Notes:**
- 1.) Ceiling Heights Shall Be 9'-0" Tall (Approx) on Main and Upper Floors
 - 2.) 9'-0" Tall (Approx) Full / Unfinished Basements Are Included With All Homes
 - 3.) Provide Basement Windows Per Code
 - 4.) Area Ways Where Required for Basement Windows May Project Into Side-Yards
 - 5.) Fireplaces May Encroach 18" Into Side and Rear-Yards

Source: www.fishbase.org

1	05/03/17	PER CLIENT COMMENTS	REMARKS
2	03/10/17	PER WILLIAMS	
3	05/08/17	PER EDC COMMENTS	

[illegible]

STORM SENDER
WATERBURY
SAULT FIRE SENDER
SAULT FIRE HANDLE
SAULT FIRE HANDLE
HALET
HANDLE
GUTTER BARN
VINCE HALET
FIRE HOVANT
FIRE HOVANT
LIGHTHOUSE

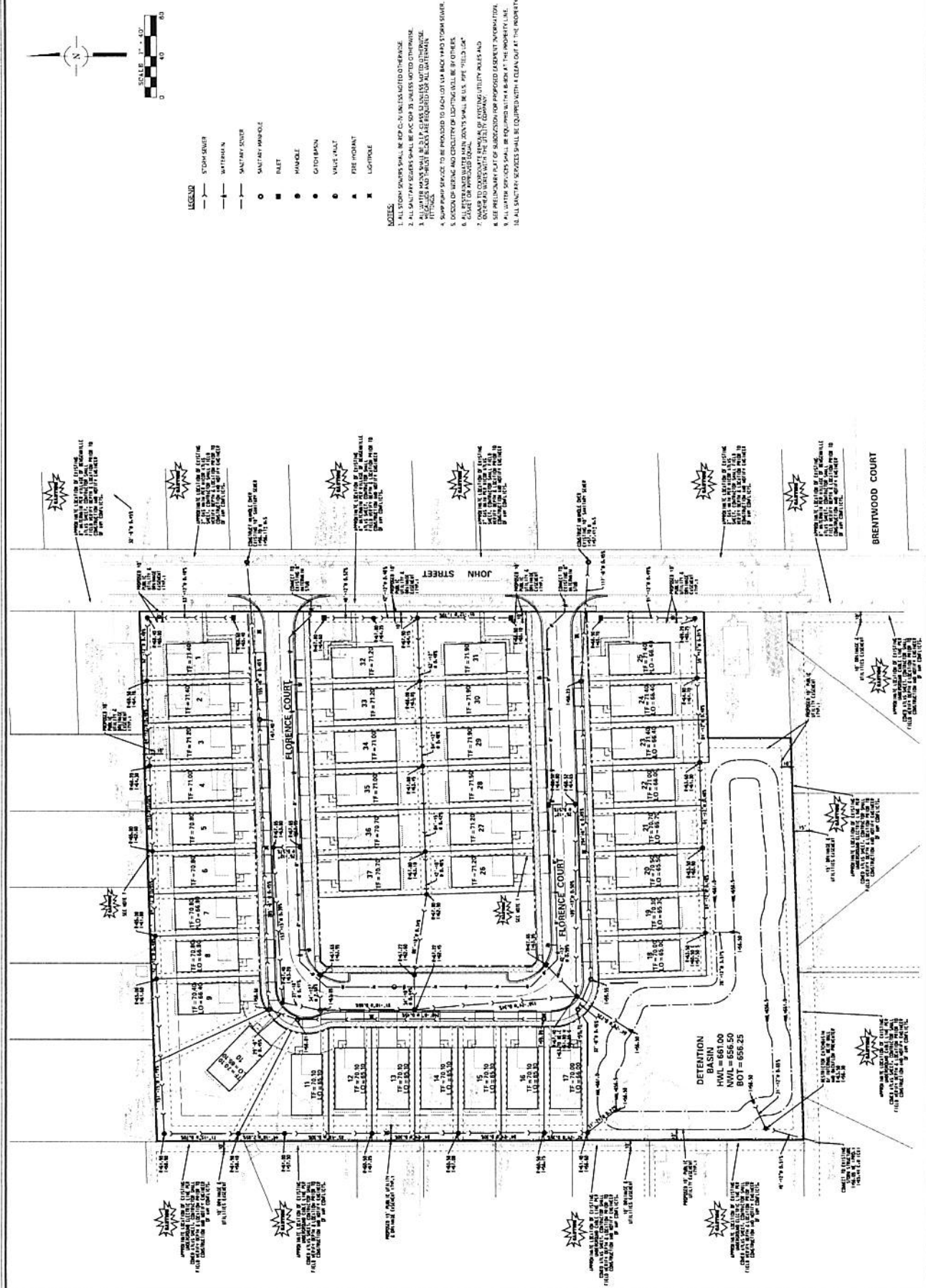
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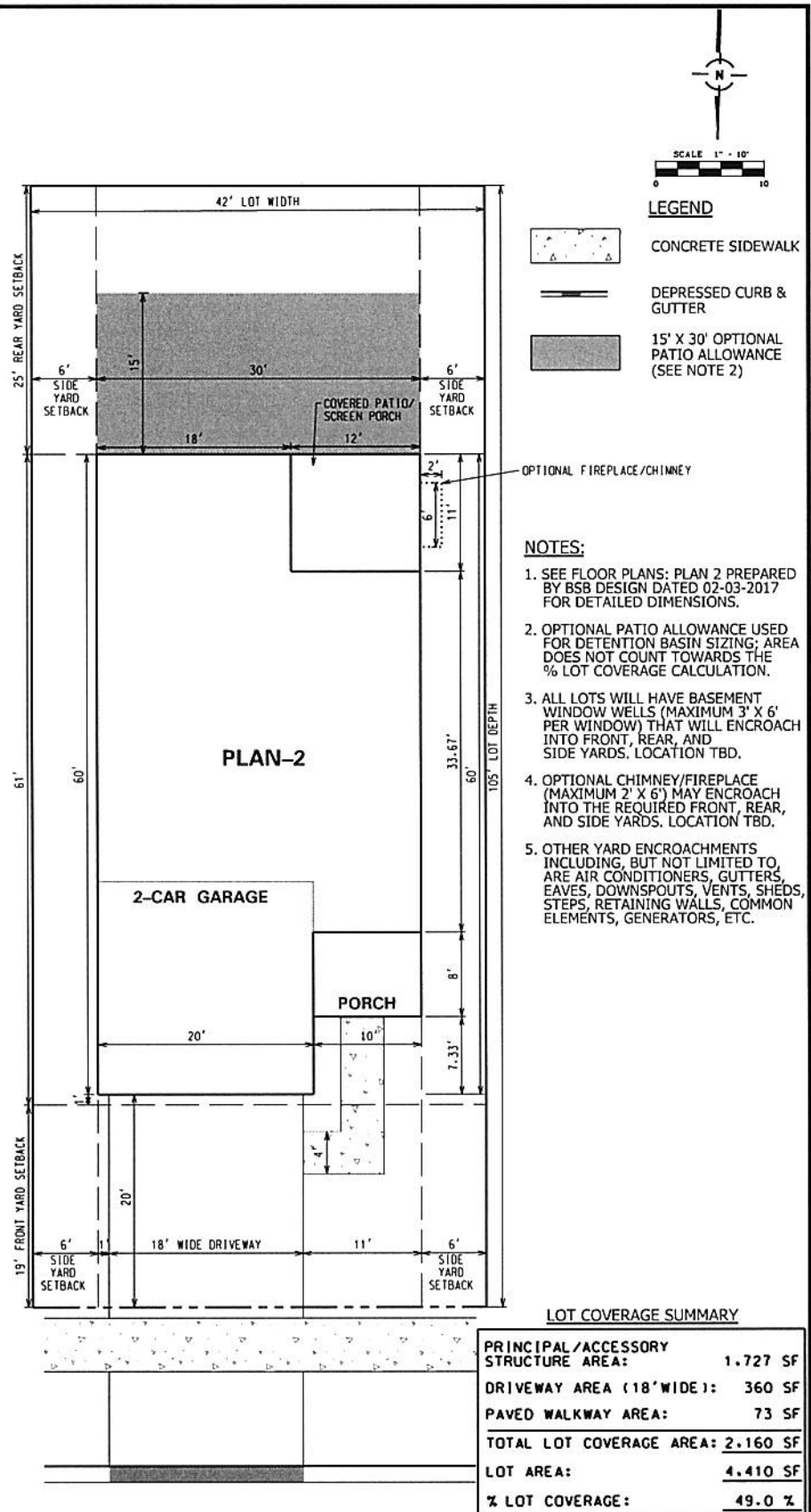
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Lot Matrix				
770-830 John Street, Bensenville IL				
8-May-17				
No	Lot Width	Lot Length	S.F	Note
1	66	105	6930	Irreg.
2	42	105	4410	
3	42	105	4410	
4	42	105	4410	
5	42	105	4410	
6	42	105	4410	
7	42	105	4410	
8	42	105	4410	
9	42	105	4410	Irreg (larger than 4410)
10	42	110	4620	Irreg (larger than 4610)
11	42	107	4494	Irreg (larger than 4494)
12	42	111	4662	
13	42	111	4662	
14	42	111	4662	
15	42	111	4662	
16	42	111	4662	
17	42	111	4662	Irreg
18	42	105	4410	
19	42	105	4410	
20	42	105	4410	
21	42	105	4410	
22	42	105	4410	
23	42	114	4788	
24	42	114	4788	
25	66	114	7524	
26	42	105	4410	
27	42	105	4410	
28	42	105	4410	
29	42	105	4410	
30	42	105	4410	
31	66	105	6930	
32	66	105	6930	
33	42	105	4410	
34	42	105	4410	
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36	42	105	4410	
37	42	105	4410	



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

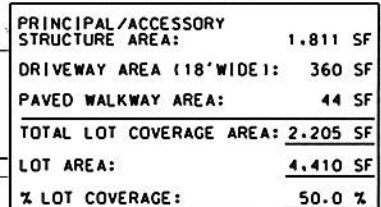
DATE: 06/02/2017

FILENAME: 9090P-PLAN2(105'DEEP)

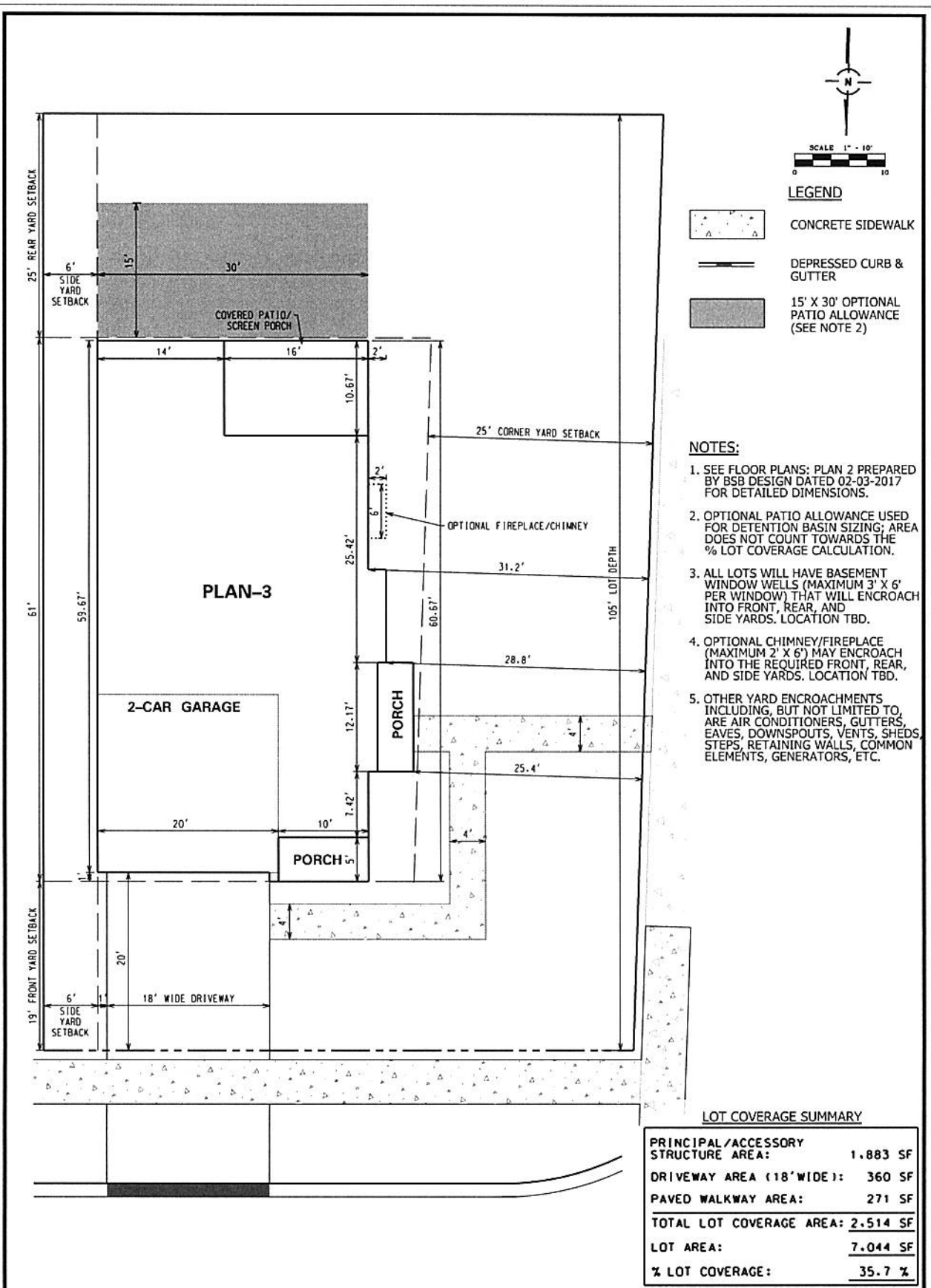
JOB NO: 9090

LOT COVERAGE EXHIBIT PLAN-2 ON TYPICAL 105' DEEP LOT

770-830 JOHN STREET
BENSENVILLE, ILLINOIS



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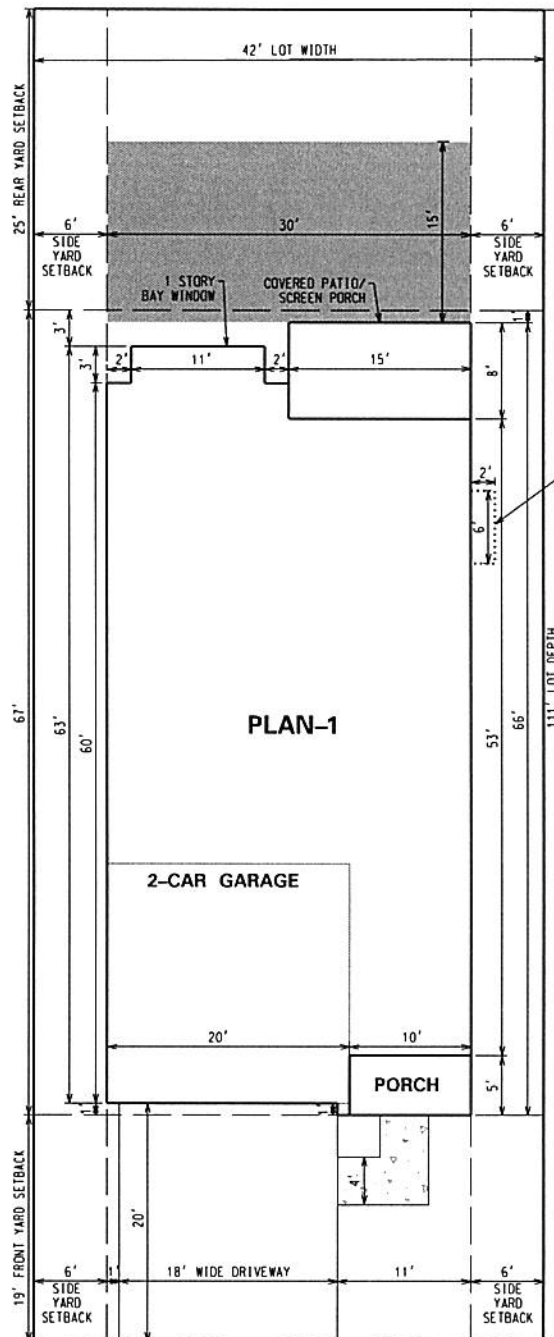
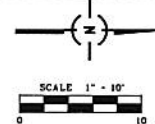
DATE: 06/02/2017

FILENAME: 9090P-CORNER3(105'DEEP)

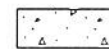
JOB NO: 9090

LOT COVERAGE EXHIBIT PLAN-3 ON 105' DEEP CORNER LOT

770-830 JOHN STREET
BENSENVILLE, ILLINOIS



LEGEND



CONCRETE SIDEWALK



DEPRESSED CURB & GUTTER



15' X 30' OPTIONAL PATIO ALLOWANCE (SEE NOTE 2)

OPTIONAL FIREPLACE/CHIMNEY

NOTES:

1. SEE FLOOR PLANS: PLAN 2 PREPARED BY BSB DESIGN DATED 02-03-2017 FOR DETAILED DIMENSIONS.
2. OPTIONAL PATIO ALLOWANCE USED FOR DETENTION BASIN SIZING; AREA DOES NOT COUNT TOWARDS THE % LOT COVERAGE CALCULATION.
3. ALL LOTS WILL HAVE BASEMENT WINDOW WELLS (MAXIMUM 3' X 6' PER WINDOW) THAT WILL ENCROACH INTO FRONT, REAR, AND SIDE YARDS. LOCATION TBD.
4. OPTIONAL CHIMNEY/FIREPLACE (MAXIMUM 2' X 6') MAY ENCROACH INTO THE REQUIRED FRONT, REAR, AND SIDE YARDS. LOCATION TBD.
5. OTHER YARD ENCROACHMENTS INCLUDING, BUT NOT LIMITED TO, ARE AIR CONDITIONERS, GUTTERS, EAVES, DOWNSPOUTS, VENTS, SHEDS, STEPS, RETAINING WALLS, COMMON ELEMENTS, GENERATORS, ETC.

LOT COVERAGE SUMMARY

PRINCIPAL/ACCESSORY STRUCTURE AREA:	1,919 SF
DRIVEWAY AREA (18' WIDE):	360 SF
PAVED WALKWAY AREA:	44 SF
TOTAL LOT COVERAGE AREA:	2,232 SF
LOT AREA:	4,662 SF
% LOT COVERAGE:	47.9 %



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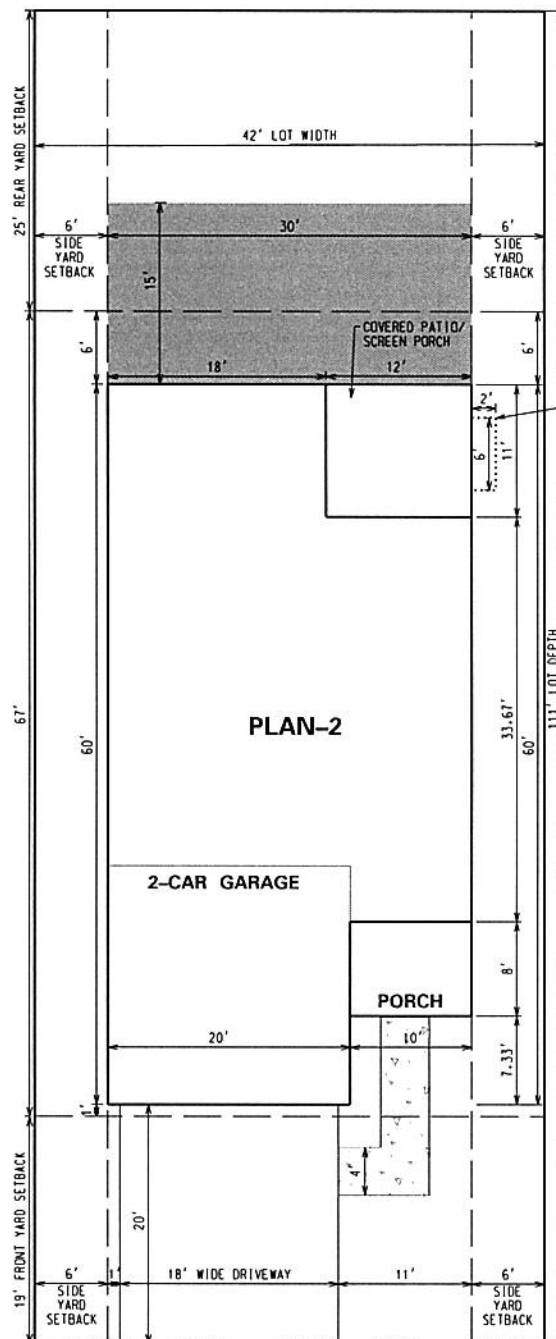
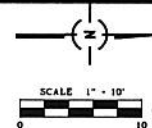
DATE: 06/02/2017

FILENAME: 9090-PLAN1(111' DEEP)

JOB NO: 9090

LOT COVERAGE EXHIBIT PLAN-1 ON TYPICAL 111' DEEP LOT

770-830 JOHN STREET
BENSENVILLE, ILLINOIS



- LEGEND**
- CONCRETE SIDEWALK
 - DEPRESSED CURB & GUTTER
 - 15' X 30' OPTIONAL PATIO ALLOWANCE (SEE NOTE 2)

OPTIONAL FIREPLACE/CHIMNEY

NOTES:

1. SEE FLOOR PLANS: PLAN 2 PREPARED BY BSB DESIGN DATED 02-03-2017 FOR DETAILED DIMENSIONS.
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5. OTHER YARD ENCROACHMENTS INCLUDING, BUT NOT LIMITED TO, ARE AIR CONDITIONERS, GUTTERS, EAVES, DOWNSPOUTS, VENTS, SHEDS, STEPS, RETAINING WALLS, COMMON ELEMENTS, GENERATORS, ETC.

LOT COVERAGE SUMMARY

PRINCIPAL/ACCESSORY STRUCTURE AREA:	1,727 SF
DRIVEWAY AREA (18' WIDE):	360 SF
PAVED WALKWAY AREA:	73 SF
TOTAL LOT COVERAGE AREA:	2,160 SF
LOT AREA:	4,662 SF
% LOT COVERAGE:	46.3 %



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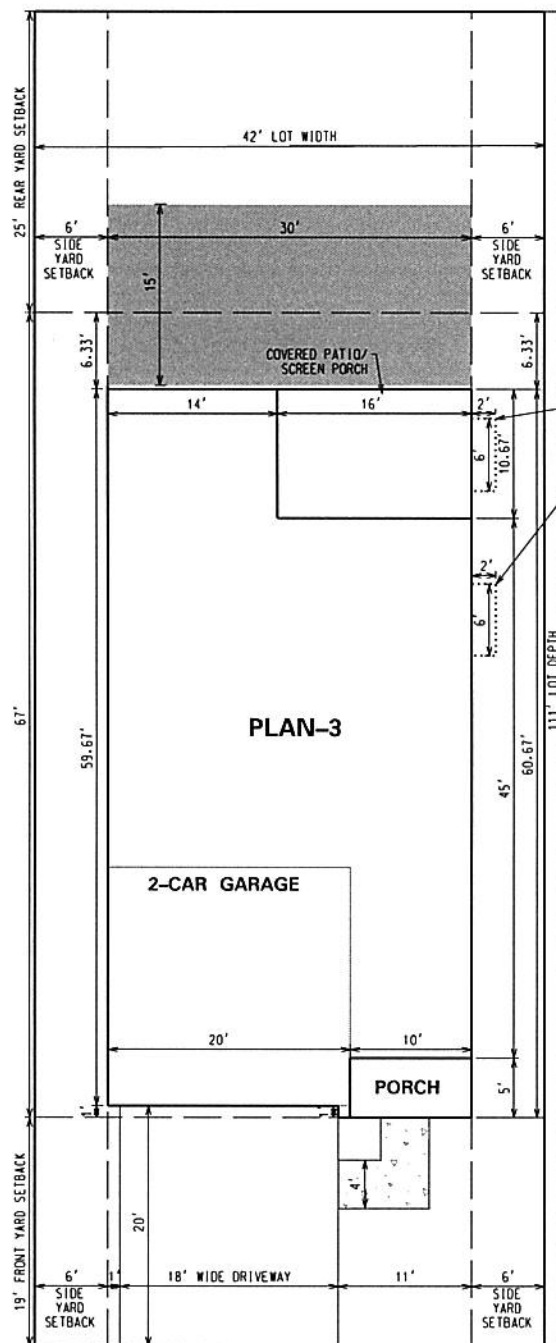
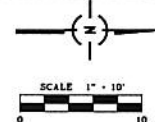
DATE: 06/02/2017

FILENAME: 9090P-PLAN2(11'DEEP)

JOB NO: 9090

**LOT COVERAGE EXHIBIT
PLAN-2 ON TYPICAL 111' DEEP LOT**

**770-830 JOHN STREET
BENSENVILLE, ILLINOIS**



LEGEND

- CONCRETE SIDEWALK
- DEPRESSED CURB & GUTTER
- 15' X 30' OPTIONAL PATIO ALLOWANCE (SEE NOTE 2)

OPTIONAL FIREPLACE/CHIMNEY

OPTIONAL FIREPLACE/CHIMNEY

NOTES:

1. SEE FLOOR PLANS: PLAN 2 PREPARED BY BSB DESIGN DATED 02-03-2017 FOR DETAILED DIMENSIONS.
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LOT COVERAGE SUMMARY

PRINCIPAL/ACCESSORY STRUCTURE AREA:	1,811 SF
DRIVEWAY AREA (18' WIDE):	360 SF
PAVED WALKWAY AREA:	44 SF
TOTAL LOT COVERAGE AREA:	2,205 SF
LOT AREA:	4,662 SF
% LOT COVERAGE:	47.3 %



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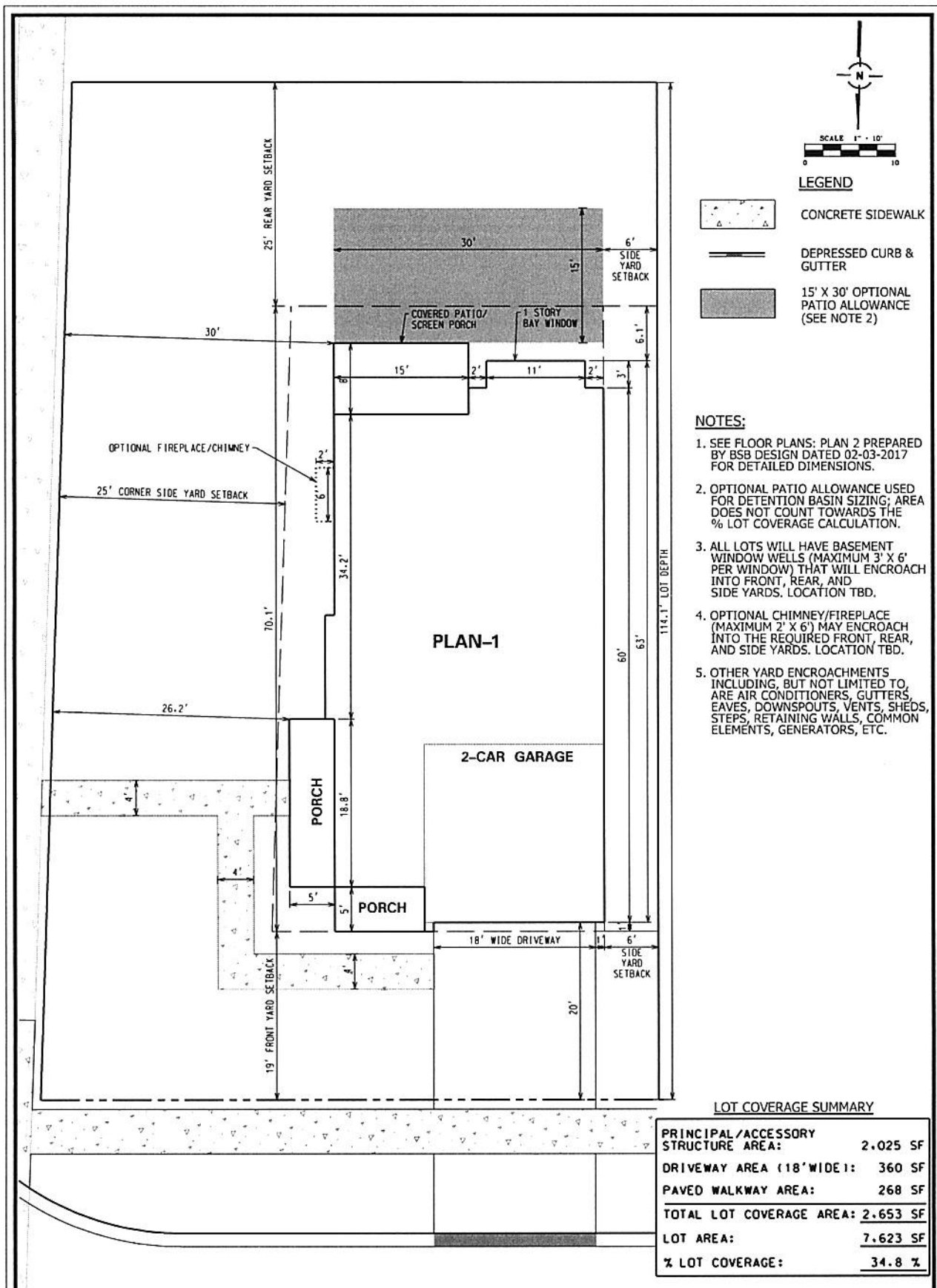
DATE: 06/02/2017

FILENAME: 9090-PLAN3(11' DEEP)

JOB NO: 9090

LOT COVERAGE EXHIBIT PLAN-3 ON TYPICAL 111' DEEP LOT

770-830 JOHN STREET
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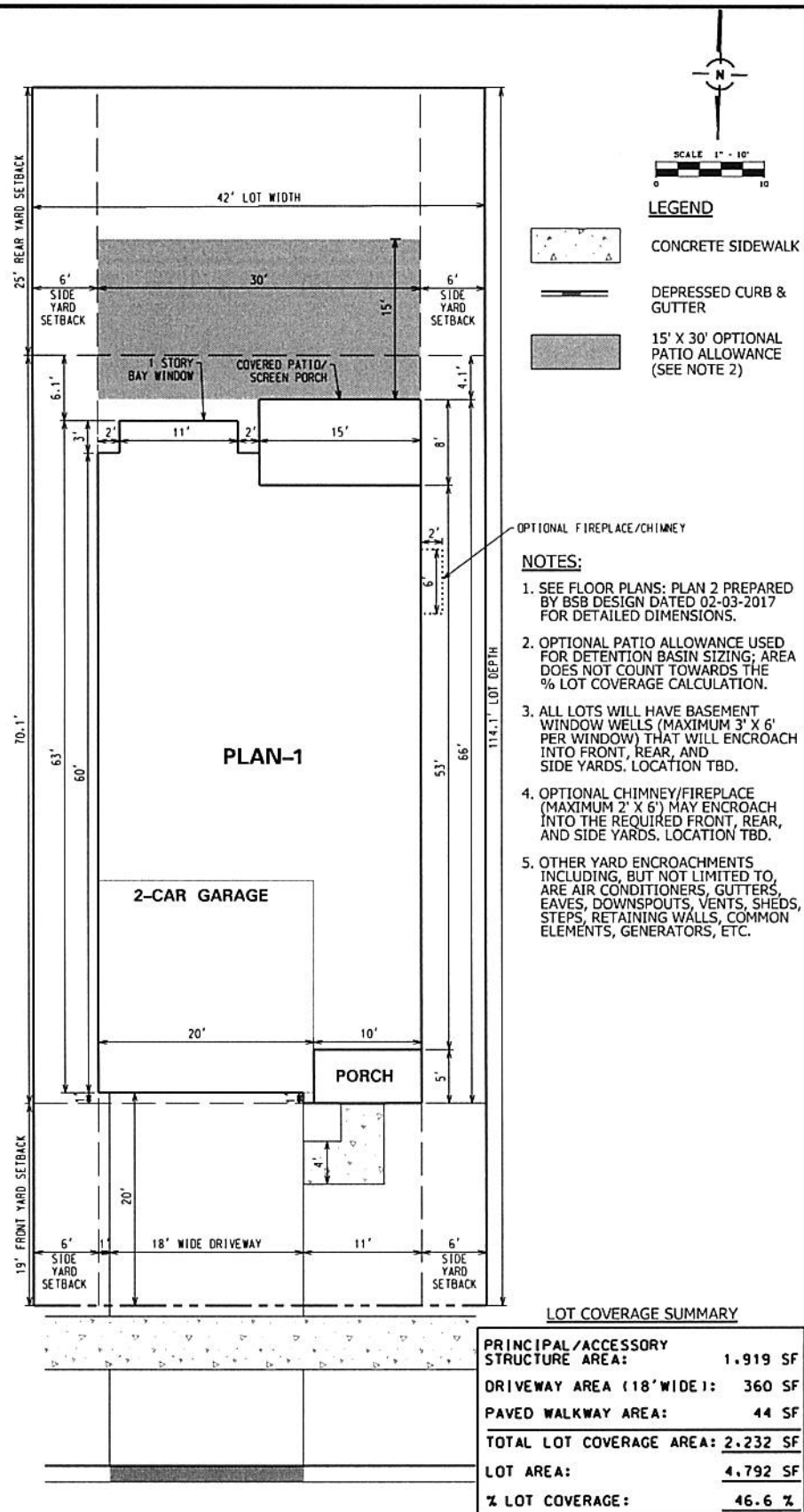
DATE: 06/02/2017

FILENAME: 9090P-CORNER114.1'DEEP

JOB NO: 9090

LOT COVERAGE EXHIBIT
PLAN-1 ON 114.1' DEEP CORNER LOT

770-830 JOHN STREET
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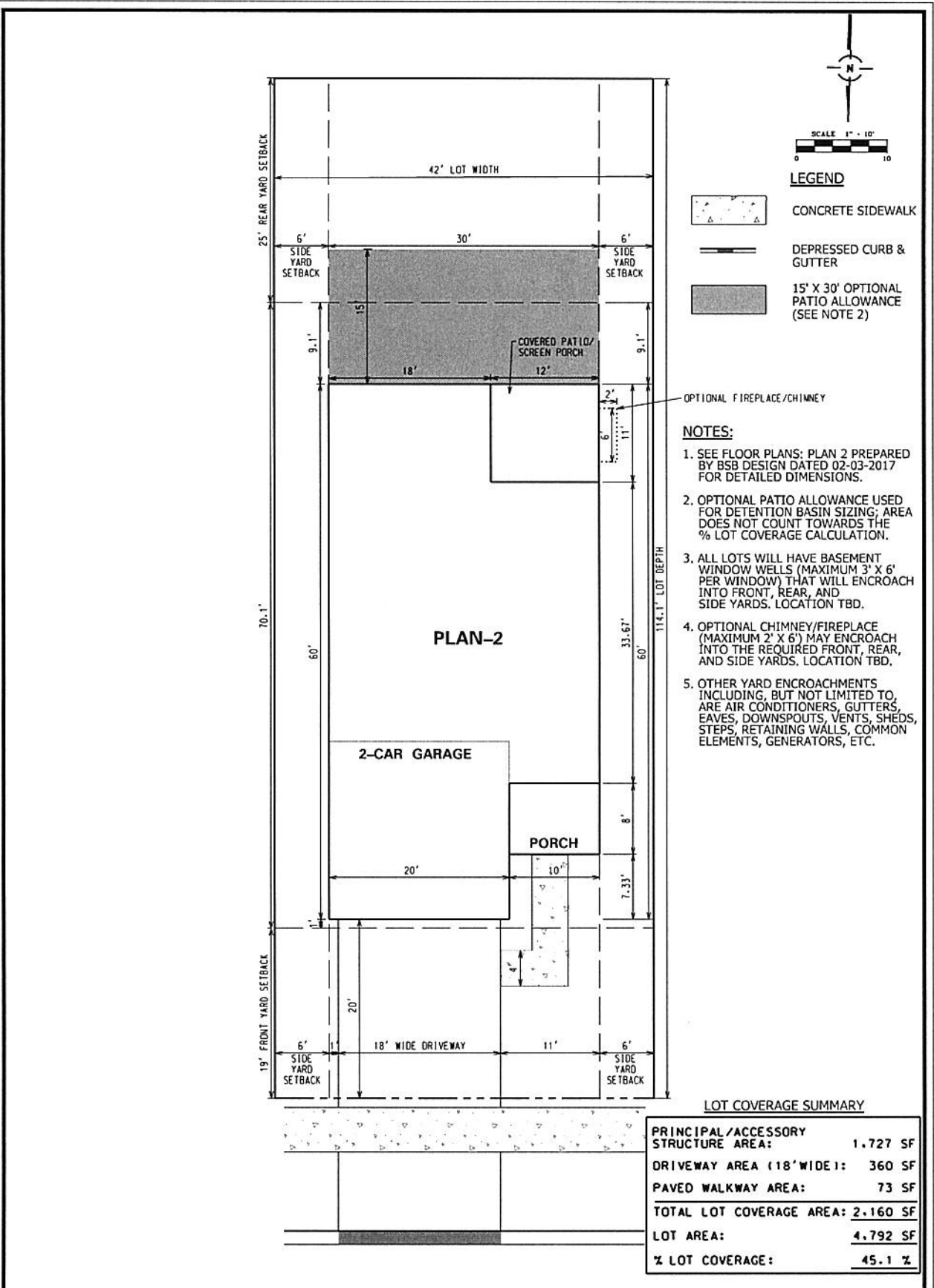
DATE: 06/02/2017

FILENAME: 9090P-PLAN114.1'DEEP

JOB NO: 9090

LOT COVERAGE EXHIBIT
PLAN-1 ON TYPICAL 114.1' DEEP LOT

770-830 JOHN STREET
BENSENVILLE, ILLINOIS



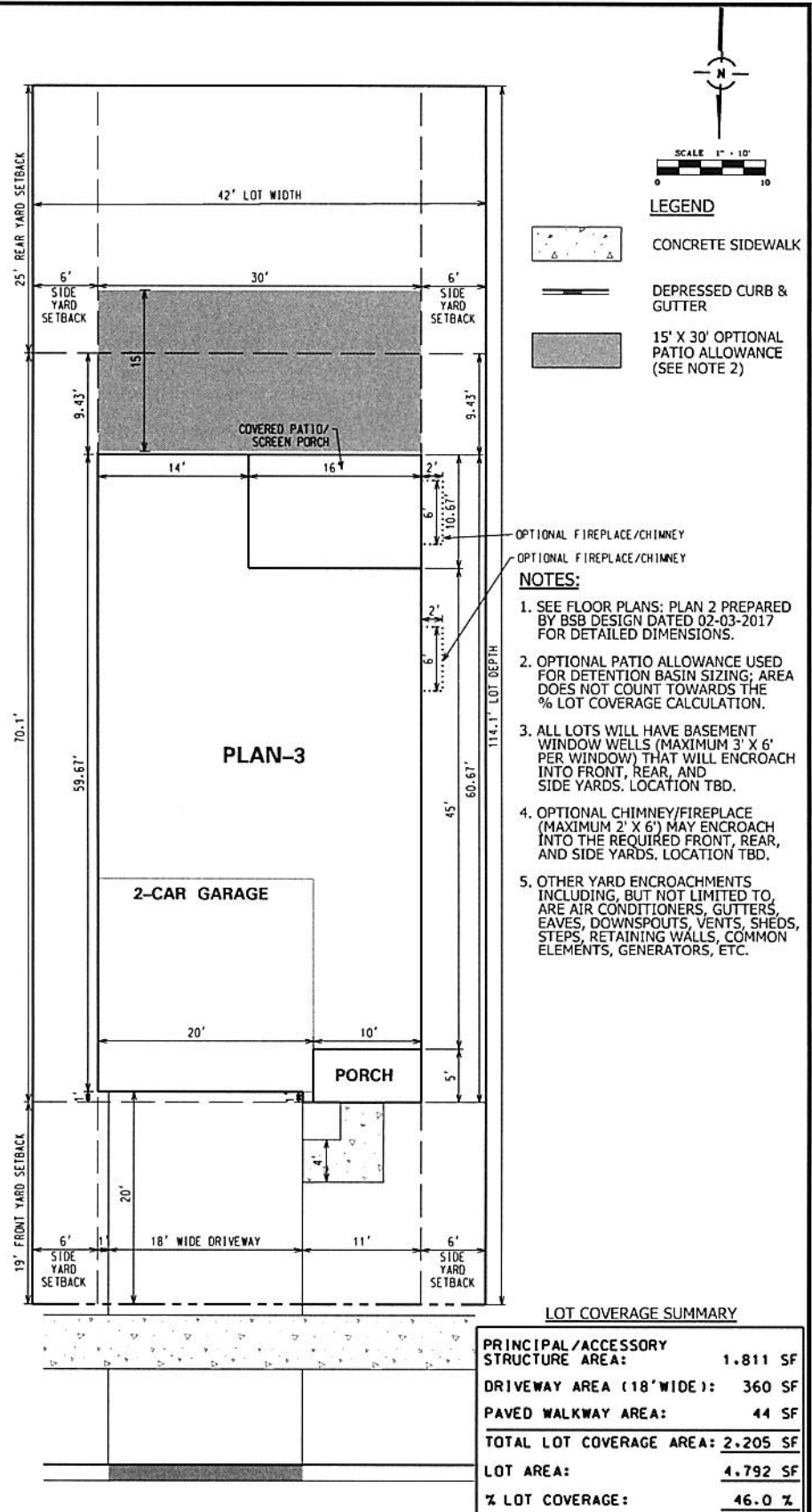
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 Rosemont, Illinois 60018
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DATE: 06/02/2017 FILENAME: 9090P-PLAN2(114.1' DEEP) JOB NO: 9090

LOT COVERAGE EXHIBIT
PLAN-2 ON TYPICAL 114.1' DEEP LOT

770-830 JOHN STREET
BENSENVILLE, ILLINOIS



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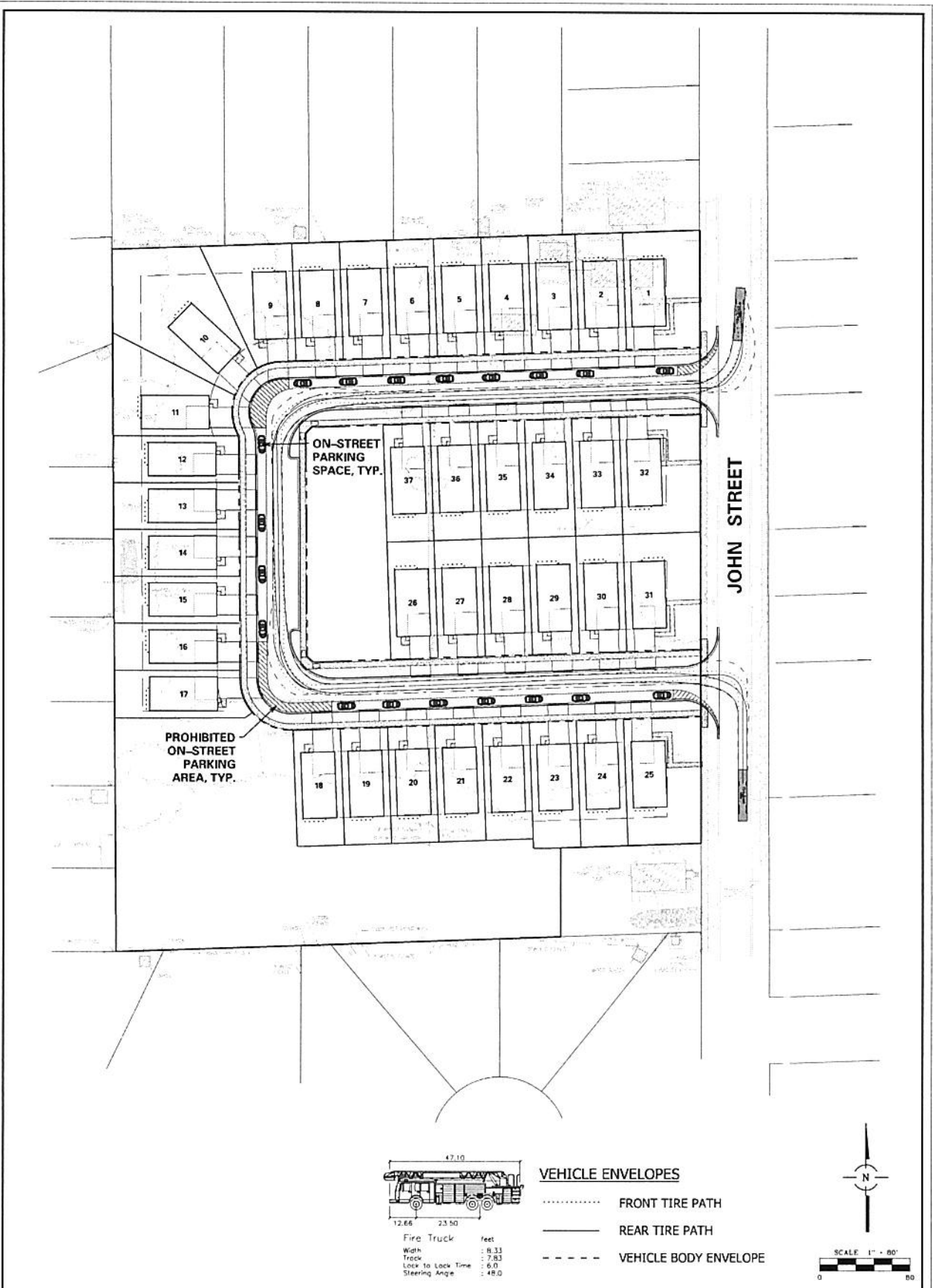
DATE: 06/02/2017

FILENAME: 9090P-PLAN3 (114.1' DEEP)

JOB NO: 9090

**LOT COVERAGE EXHIBIT
PLAN-3 ON TYPICAL 114.1' DEEP LOT**

**770-830 JOHN STREET
BENSENVILLE, ILLINOIS**



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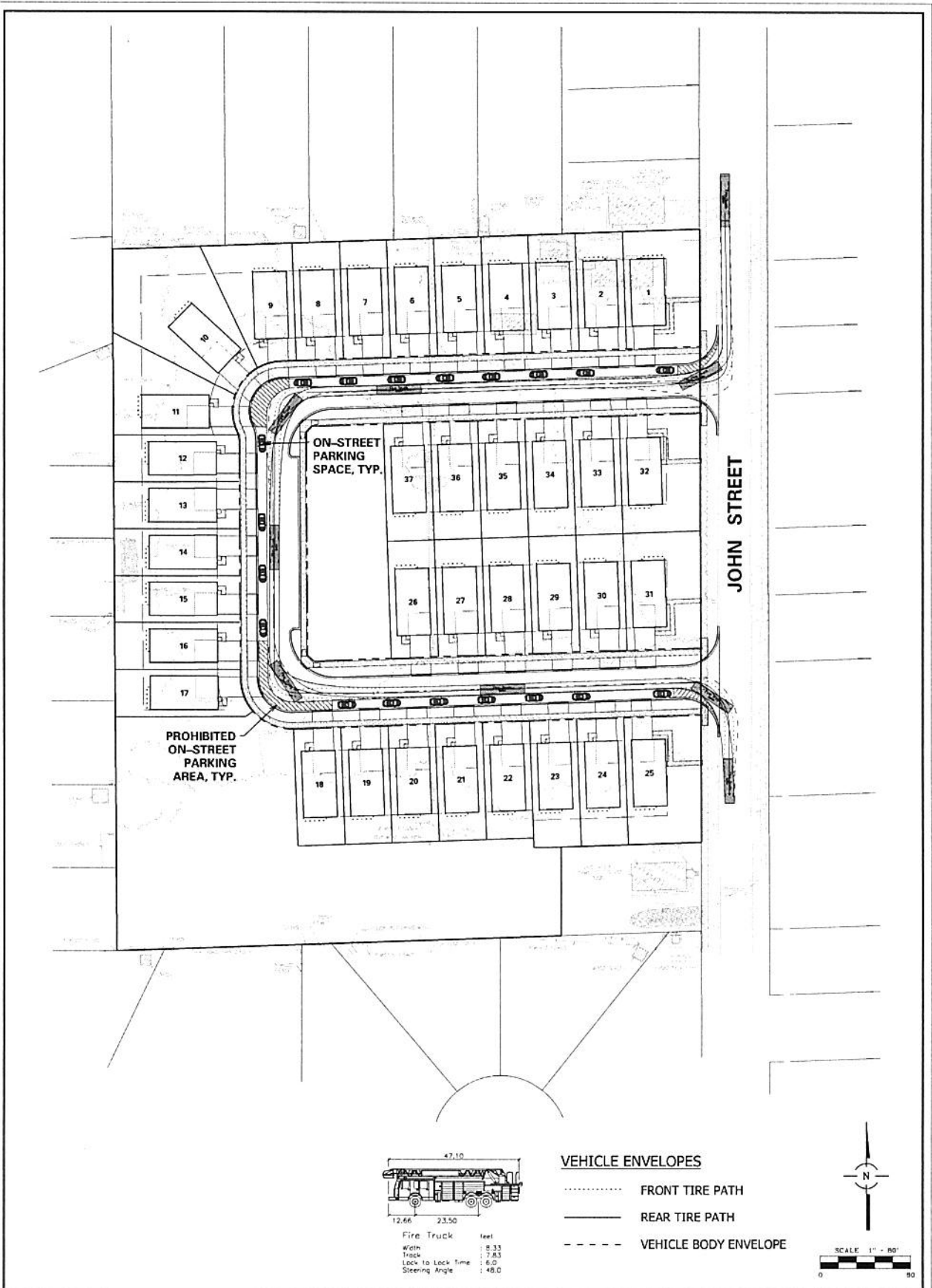
DATE: 05/08/17

FILENAME: 9090ATURN

JOB NO: 9090

FIRE TRUCK TURN - 1 (30' B-B)
NORTH BOUND

770-830 JOHN STREET
BENSENVILLE, ILLINOIS



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 Rosemont, Illinois 60018
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DATE: 05/08/17

FILENAME: 9090ATURN

JOB NO: 9090

FIRE TRUCK TURN - 1 (30' B-B)
SOUTH BOUND

770-830 JOHN STREET
BENSENVILLE, ILLINOIS



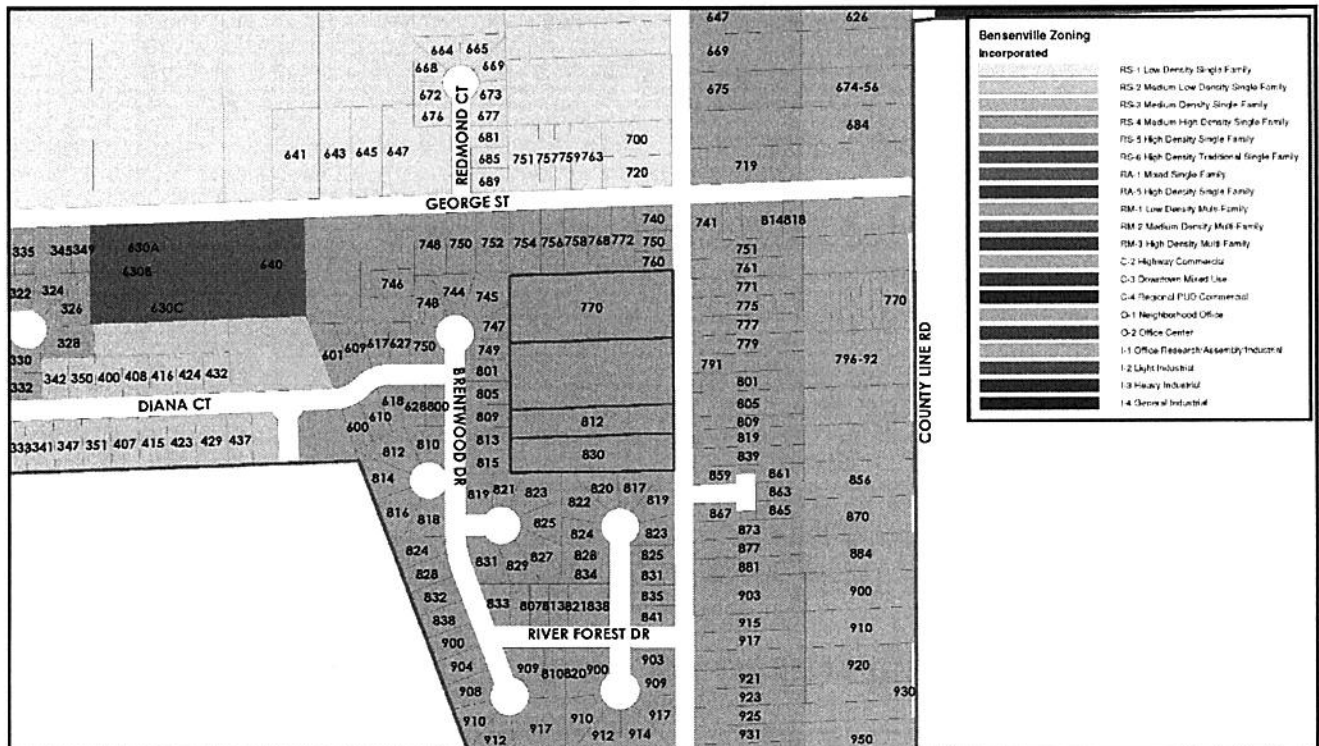
Village of Bensenville

770 S John St.



Village of Bensenville

Zoning Map



Dubin Consulting, Inc.

Real Estate Development

607 Academy Dr., Northbrook, Illinois 60062 • Phone: 773 - 919 - 8083 • FAX: 773 - 427 - 2412

www.mydubin.com

Evan K. Summers
Village Manager of Bensenville
12 S. Center Street
Bensenville, Illinois 60106

Subject: PUD Extension for 770-830 John St., Bensenville, Illinois

Dear Mr. Summers:

I hope you are having a nice spring. Over the last several months, we have communicated with the Village regarding the next stages of development of the 37 new homes on John street.

As you may recall, the Village Board approved a "PUD" via Ordinance No. 25-2017 on June 27, 2017. Although a time frame for additional development work is not specifically mentioned in the "PUD", Section 10-10 – 6 (A) of Bensenville's Municipal code generally provides the final plan/plat must be filed within one year of approval of the preliminary plan.

As we have discussed, due to outside influences, we are not able to comply this one- year period.

Hence, the Developer, Dubin Holdings, Inc., respectfully requests an additional one-year extension to file the final plan.

If you would like more detailed information, please feel free to contact me.

Sincerely,

David J. Dubin

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**July 17, 2018**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Spear Landscaping, Inc. for the Senior / Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole. This item was presented this evening.

DATE:

July 17, 2018

BACKGROUND:

The Village of Bensenville newly established a Senior / Disabled Grass Cutting Program that began this past Spring and will run into the Summer & Fall of 2018. The Program utilizes independent contractors to perform grass cutting services for our senior and disabled residents who meet the Program criteria.

KEY ISSUES:

As of July, we have seventy five (75) seniors and disabled residents signed up for the program. Thus far, it has been a huge success despite a temporary set back that occurred a few weeks ago. The contractor in charge of accounts south of Main Street abruptly decided to no longer maintain his assigned accounts. Once it was determined, Public Works completed the maintenance of the properties while seeking out another contractor moving forward. We acquired Spear Landscaping Inc., out of Itasca, Illinois. If approved by the committee, they will be assigned all accounts from the previous contractor.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Contract with Spear Landscaping, Inc. for the Senior / Disabled Grass Cutting Program

BUDGET IMPACT:

The Senior / Disabled Grass Cutting Program will be subsidized by the Village. The program is setup to be a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of cuttings for the season.

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of a Contract with Spear Landscaping Inc. for the Senior / Disabled Grass Cutting Program.

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

RES - 2018 Senior - Disabled Grass Cutting Program - Contract - Spear Landscaping, Inc

7/10/2018

Resolution
Letter

2018 Senior Grass Cutting Program - Contract - Spear Landscaping - NOT SIGNED	7/10/2018	Backup Material
Spear Landscaping Accounts	7/10/2018	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH SPEAR
LANDSCAPING, INC. FOR THE SENIOR / DISABLED GRASS CUTTING
PROGRAM**

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Grass Cutting Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Spear Landscaping, Inc. has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Spear Landscaping, Inc. for grass cutting services as part of the Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated July 17, 2018

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the “*Agreement*”) made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and Spear Landscaping, Inc., located 803 Willow Court, Itasca, IL 60143 (the “*Contractor*”). The Village and Contractor shall herein collectively be known as the “*Parties*.”

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2018 Grass Cutting Program for Senior and Disabled Residents of the Village (the “*Program*”); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

- A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the “*Services*”). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following grass cutting

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) Basic service [includes grass cutting, blowing of hardscape, spring cleanup, and bagging of clippings in October]; (2) Edging hardscape [weed whip and edge driveway, sidewalk, patio, etc.]; (3) Bagging of grass clippings [bagging and removal of cut grass] (herein individually the “*Service Option*” and collectively the “*Service Options*”).

B. The Services shall be provided on a weekly basis starting the week of April 9, 2018 and continue through October 31, 2018. The Village may, at it’s direction, extend the length between services or modify the end date, as necessary.

C. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Fifteen and no/100 Dollars (\$15.00) for the Basic Service Option, Five and no/100 Dollars (\$5.00) for the Edging Hardscape Option, and Five and no/100 Dollars (\$5.00) for the Bagging of Grass Clippings Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the

context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail,

postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: Spear Landscaping, Inc.
803 Willow Court
Itasca, IL 60143
Attn: Tom Spear

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the “*Effective Date*”). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2018.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2018.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2018.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

Name	House	Street	Contractor	BASIC GRASS CUTTING	EDGING OF HARDSCAPE	BAGGING/DISPOSAL
Edelmiro Jimenez	16	JACQUELYN DR	Spear Landscaping	X	X	
Martin Estrada	129	FOLEY ST	Spear Landscaping	X	X	X
Louis Jakab	130	DENNIS DR	Spear Landscaping	X	X	X
Stephanie Sikora	131	PAMELA DR	Spear Landscaping	X	X	
Mary Scarpiniti	138	S MASON ST	Spear Landscaping	X		
Eva Knightly	170	FOLEY ST	Spear Landscaping	X		
Richard Arquett	196	S MASON ST	Spear Landscaping	X		
Rose Lugo	205	S JUDSON ST	Spear Landscaping	X	X	X
Elizabeth Perez	214	JACQUELYN DR	Spear Landscaping	X	X	X
Tony Reinhardt	231	S MASON ST	Spear Landscaping	X	X	X
Mary Dede	247	S CENTER ST	Spear Landscaping	X		X
Dominick Salemi	248	BARRON ST	Spear Landscaping	X	X	X
Noel Mika	268	MINER ST	Spear Landscaping	X	X	
Margaret Vlchek	309	RIDGEWOOD AVE	Spear Landscaping	X	X	
Anthony Niketopolus	325	DIANA CT	Spear Landscaping	X	X	
Sam Yopez	335	GEORGE ST	Spear Landscaping	X	X	X
Ann Godellas	510	PARK ST	Spear Landscaping	X	X	
Nancy Leninger	555	E RED OAK ST	Spear Landscaping	X	X	X
Ella Barker	622	MC LEAN AVE	Spear Landscaping	X	X	X
Leon Brent	720	JOHN ST	Spear Landscaping	X	X	
Margaret Griffin	727	S YORK RD	Spear Landscaping	X	X	
Linda Weiss	745	W MEMORIAL RD	Spear Landscaping	X	X	X
Edward Dubois	818	S ADDISON ST	Spear Landscaping	X	X	X
Maud Holman	855	S CENTER ST	Spear Landscaping	X		X
George Tabac	900	BRENTWOOD DR	Spear Landscaping	X		X
Achille Dinatale	902	BREITER CT	Spear Landscaping	X	X	X
Rolly Waller	923	DOLORES DR	Spear Landscaping	X	X	X
Dorothy Ribando	928	PAMELA DR	Spear Landscaping	X		
Joseph Andreuccetti	990	COUNTY LINE RD	Spear Landscaping	X		X
Jerome Tarkowski	1001	DONNA LN	Spear Landscaping	X	X	X
Anthony Davero	1006	S CENTER ST	Spear Landscaping	X	X	X
Sienko Mieczyslaw	1013	DANIEL DR	Spear Landscaping	X	X	X

TYPE:Resolution**SUBMITTED BY:**Gary Ferguson**DEPARTMENT:**Risk Management**DATE:**July 17, 2018**DESCRIPTION:**A Resolution Approving the Settlement of a Worker's Compensation Claim in the Amount of \$33,500**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<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:

N/A.

BACKGROUND:

A Worker's Compensation claim was filed against the Village by a former employee in the year 2016. It was litigated up until now and our Worker's compensation advisers from the Illinois Public Risk Fund have negotiated the claim have recommended settling the same for \$33,500 which is also approved by the Illinois Workers' Compensation Commission on June 25, 2018. The matter will be discussed in the Executive Session this evening, July 17, 2018 and the Resolution will be executed as an item referred from the Executive Session. The claim will be paid by Illinois Public Risk Fund as they are the worker's compensation insurance provider for the Village of Bensenville for all the claims since Nov-2015.

KEY ISSUES:

- a) A worker's comp. claim was filed against the Village by a former employee.
- b) The claim was litigated up until now and was negotiated by the Illinois Public Risk Fund for \$33,500. The Claim settlement is also approved by the Illinois Worker's Compensation Commission with the same amount.
- c) The claim will be paid by Illinois Public Risk Fund as they are the worker's compensation insurance provider for the Village of Bensenville for all the claims since Nov-2015.

ALTERNATIVES:

At the discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of the Resolution approving the worker's compensation claim settlement in the amount of \$33,500.

BUDGET IMPACT:

\$33,500 will be paid by the Illinois Public Risk Fund and not by the Village of Bensenville. Village pays annual insurance premium to Illinois Public Risk Fund to cover the liability of all the worker's compensation claims.

ACTION REQUIRED:

Approval of the Resolution or at the discretion of the Village Board.

ATTACHMENTS:DescriptionUpload DateType

Resolution

7/10/2018

Backup Material

RESOLUTION NO: _____

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF A WORKERS
COMPENSATION CLAIMS**

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, individual claims for workers compensation was filed against the VILLAGE by Christopher G. Kowalczyk claim number 16WC015979; and

WHEREAS, on the recommendation of staff and claims advisors, the Village has determined it is reasonable and necessary to settle the claims referenced herein in the amount of \$33,500.

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 Resolution herewith is approving and authorizing the settlement of worker's compensation claim number 16WC015979 in the amount of \$33,500.

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

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

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____