

## Village Board

### Village President

Frank DeSimone

### Trustees

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

### Village Clerk

Nancy Quinn

### Village Manager

Evan K. Summers



BENSENVILLE  
GATEWAY TO OPPORTUNITY

## Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM March 12, 2019

- 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. *February 26, 2019 Village Board Meeting Minutes*
- VI. WARRANT
  1. *Warrant report 3-12-2019 19/05 \$865,008.88*
- VII. **CONSENTAGENDA– CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
  - A. Administration
    1. *Resolution Endorsing the DMMC Legislative Action Program (LAP) for 2019*
  - B. Community and Economic Development – No Report
  - C. Finance
    1. *Ordinance Abating the Tax Heretofore Levied for the Year 2018 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
  - D. Police Department – No Report
  - E. Public Works
    1. *Resolution Establishing Guidelines and Procedures for 2019 Senior/Disabled Grass Cutting Program*
    2. *Resolution Authorizing the Execution of a Contract with Karolinka Maintenance*

*for the 2019 Senior/Disabled Grass Cutting Program*

3. *Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2019 Senior/Disabled Grass Cutting Program*
4. *Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2019 Senior/Disabled Grass Cutting Program*
5. *Resolution Authorizing the Execution of a Contract with Spear Landscaping for the 2019 Senior/Disabled Grass Cutting Program*
6. *Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2019 Senior/Disabled Grass Cutting Program*

F. Recreation – No Report

IX. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

1. *Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact*

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

**TYPE:**Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 12, 2019**DESCRIPTION:**February 26, 2019 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description****Upload Date****Type**

DRAFT\_190226\_VB

3/6/2019

Cover Memo

DRAFT\_190226\_VB\_Exhibit\_A

3/6/2019

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**  
**February 26, 2019**

**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:

Franz, Jaworska, Lomax, Panicola, Perez

Absent: Carmona

A quorum was present.

Staff Present: E. Summers, T. Finner, M. Patel, M. Ribando, D. Schulze, A. Thakkar, S. Viger, C. Williamsen

**PUBLIC HEARING:** President DeSimone opened the Public Hearing on a Proposed Annexation Agreement Between the Village of Bensenville and 4N401 Hawthorne Avenue (Parcel Number 03-23-303-001) and 4N360 Hawthorne Avenue (Parcel Number 03-23-302-012) at 6:31 p.m.

President DeSimone asked if there was any member of the Public that would like to comment on the proposed annexation agreements. There was none.

President DeSimone closed the Public Hearing at 6:32 p.m.

**PUBLIC COMMENT:** **Paul De Michele – 17W275 Rodeck Lane, Bensenville, Illinois**  
Mr. De Michele addressed the Village Board regarding the proposed agenda items concerning the downtown streetscape – south half project. Mr. De Michele asked the Village Board to remove the items from the consent agenda and have an open discussion.

**George Jeffries – 317 Wood Street, Bensenville, Illinois**  
Mr. Jeffries submitted a letter to the Village Board on behalf of Bensenville Fire Protection District No. 1's Attorney. The letter has been attached to the minutes as "Exhibit A".



**Gina Mellenthin – 4N150 Pine Grove Ave., Bensenville, Illinois**

Ms. Mellenthin asked the Village Board to reconsider the annexation items on the consent agenda.

**James Cook – 4N164 Ridgewood Bensenville, Illinois**

Mr. Cook addressed the Village Board regarding Unincorporated Bensenville's water system.

**APPROVAL OF  
MINUTES:**

3. The February 12, 2019 Village Board Meeting minutes were presented.

Motion:

Trustee Perez made a motion to approve the minutes as presented. Trustee Franz seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.  
19/04:**

4. President DeSimone presented **Warrant No. 19/04** in the amount of \$475,047.75.

Motion:

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

**ROLL CALL:**

AYES: Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Motion:

5. Trustee Panicola made a motion to approve the Consent Agenda as presented. Trustee Franz seconded the motion.

All were in favor. Motion carried.

**Ordinance No.  
6-2019:**

**Ordinance Approving a Text Amendment to the Village Code for a White Pines Neighborhood Overlay. (Consent Agenda)**

**Ordinance No.  
7-2019:**

**Ordinance Approving the Annexation Agreement for 4N240 Church. (Consent Agenda)**

**Ordinance No.**  
**8-2019:**

**Ordinance Approving the Annexation Agreement for 4N252 Church. (Consent Agenda)**

**Ordinance No.**  
**9-2019:**

**Ordinance Approving the Annexation Agreement for 4N323 Hawthorne. (Consent Agenda)**

**Ordinance No.**  
**10-2019:**

**Ordinance Approving the Annexation Agreement for 4N324 Church. (Consent Agenda)**

**Ordinance No.**  
**11-2019:**

**Ordinance Approving the Annexation Agreement for 4N385 Hawthorne. (Consent Agenda)**

**Ordinance No.**  
**12-2019:**

**Ordinance Approving the Annexation Agreement for 4N386 Church. (Consent Agenda)**

**Ordinance No.**  
**13-2019:**

**Ordinance Approving the Annexation Agreement for 16W603 White Pine. (Consent Agenda)**

**Ordinance No.**  
**14-2019:**

**Ordinance Approving the Annexation Agreement for 4N401 Hawthorne. (Consent Agenda)**

**Ordinance No.**  
**15-2019:**

**Ordinance Approving the Annexation Agreement for 4N360 Hawthorne. (Consent Agenda)**

**Ordinance No.**  
**16-2019:**

**Ordinance Annexing 4N401 Hawthorne Avenue (Parcel number: 03-23-303-001). (Consent Agenda)**

**Ordinance No.**  
**17-2019:**

**Ordinance Annexing 4N371 Hawthorne into the Village of Bensenville. (Consent Agenda)**

**Ordinance No.**  
**18-2019:**

**Ordinance Approving a Special Use Permit to allow a Daycare Center at 227 W Grand Ave. (Consent Agenda)**

**Ordinance No.**  
**19-2019:**

**Ordinance Approving the Annexation of the Vacant Homesite Located at 6N164 Spruce Ave. (Consent Agenda)**

**Ordinance No.**  
**20-2019:**

**Ordinance Approving a Map Amendment and Lot Width Variance to Allow a Single Family Home at 6N164 Spruce Ave. (Consent Agenda)**

**Resolution No.**  
**R-10-2019:**

**Resolution Supporting the Granting of a Cook County Class 6(b) Real Estate Tax Assessment Classification for Certain Property Commonly Known as 1011 Sesame Street, Bensenville, Illinois. (Consent Agenda)**

**Ordinance No.**  
**21-2019:**

**Ordinance Amending Section 3-3-5 of the Bensenville Village Code Increasing the Number of Class F Liquor Licenses from Two to Three. (Consent Agenda)**

**Ordinance No.**  
**22-2019:**

**Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending the Bensenville Village Code to Modify the Penalties for Offenses Concerning Cannabis and Drug Paraphernalia. (Consent Agenda)**

**Resolution No.**  
**R-11-2019:**

**Resolution Approving a Retail Sale Agreement Between the Village of Bensenville and AVI Systems, Inc. for the Purchase and Installation of Cameras as Part of the Village Board Room System Upgrade in the Amount of \$24,196.00. (Consent Agenda)**

**Resolution No.**  
**R-12-2019:**

**Resolution Authorizing the 2019 Approved Vendor List for Village Departments Utilizing Parts, Equipment, and Services. (Consent Agenda)**

**Ordinance No.**  
**23-2019:**

**Ordinance Amending Village Code Title 8, Public Ways and Properties, Chapter 3, Public Improvements, Section 4, Bidding on Public Works or Other Public Improvements to Update Bidding Limits. (Consent Agenda)**

**Resolution No.**  
**R-13-2019:**

**Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the 2019 Water Main Improvements Project with Hancock Engineering Company in the not to exceed amount of \$93,652.00. (Consent Agenda)**

**Resolution No.**  
**R-14-2019:**

**Resolution Authorizing the Execution of an Engineering Services Agreement with Civiltech Engineering Inc. for the Downtown Streetscape Project- South Half in the Amount of \$198,427.00. (Consent Agenda)**

**Resolution No.**  
**R-15-2019:**

**Resolution Authorizing the Execution of a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Downtown Streetscape Project – South Half. (Consent Agenda)**

**Resolution No.**  
**R-16-2019:**

**Resolution Appropriating the Required Local Match Funds Including Non-participating Costs in the Total Amount of \$1,859,131.00 for the Downtown Streetscape Project - South Half. (Consent Agenda)**

**Ordinance No.**  
**24-2019:**

**Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method in a Designated Area Near 491 and 591 Supreme Drive in the Village of Bensenville, Illinois. (Consent Agenda)**

**Resolution No.**  
**R-17-2019:**

**Resolution Waiving Competitive Bidding and Authorizing a Purchase Order to Standard Equipment Company of Chicago, Illinois, a Sole Source Proprietor, for the Purchase of Sewer Camera Equipment for EnviroSight Camera System in the Not-to-Exceed Amount of \$25,726. (Consent Agenda)**

**Resolution No.**  
**R-18-2019:**

**Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Amateur Hockey Association of Illinois. (Consent Agenda)**

**Resolution No.**  
**R-19-2019:**

**Resolution Authorizing the Execution of a Facility Rental Use Agreement with Chris Imes Hockey. (Consent Agenda)**

**Resolution No.**  
**R-20-2019:**

**Resolution Authorizing the Execution of an Ice Arena and Facility Usage License Agreement between the American Hearing Impaired Hockey Association (AHIHA) and the Village of Bensenville. (Consent Agenda)**

**Resolution No.**  
**R-21-2019:**

**Resolution Authorizing a Facility Rental Use Agreement with Planet Hockey, Inc. (Consent Agenda)**

**Resolution No.**  
**R-22-2019:**

**Resolution Authorizing the Execution of a Facility Rental Use Agreement with Greg Carter's European Hockey School. (Consent Agenda)**

**Resolution No.**  
**R-23-2019:**

**Resolution Authorizing a Facility Usage License Agreement with Legacy Global Sports, Inc. (Consent Agenda)**

**Resolution No.**  
**R-24-2019:**

**Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC. for the ChiTown Shuffle. (Consent Agenda)**

**Resolution No.**  
**R-25-2019:**

**Resolution Authorizing a Facility Usage License Agreement with HHD Hockey. (Consent Agenda)**

**Resolution No.**  
**R-26-2019:**

**Resolution to Approve an Amendment to the Standard Form of Agreement Between the Village of Bensenville and Wight Construction Services, Inc. (Consent Agenda)**

Motion:

Trustee Panicola made a motion to approve the Consent Agenda as amended. Trustee Franz seconded the motion.

**ROLL CALL:**

AYES: Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-27-2019:**

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-27-2019** entitled a **Resolution in Support of the Interim Fly Quiet Program**.

There were no questions from the Village Board.

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

**ROLL CALL:** AYES: Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**2019 Capital Investment Program:**

Assistant Director of Public Works, Mehul Patel, presented an overview of upcoming construction projects in Bensenville.

*Trustee Carmona entered the meeting at 6:54 p.m.*

**Resolution No.  
R-28-2019:**

7. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-28-2019** entitled a Resolution Authorizing the Execution of a Change Order No. 1 with The Detroit Salt Company, LLC for the Purchase of 150 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$10,072.50 for a revised amount of \$43,647.50.

There were no questions from the Village Board.

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

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S  
REMARKS:**

President DeSimone announced Honor Flight will take place on March 2, 2019. President DeSimone stated additional information can be found on the Village's website.

President DeSimone announced that registration is ongoing for the Senior Grass Cutting Program. President DeSimone announced space is limited and any interested Residents should contact Public Works for information.

**MANAGERS**

**REPORT:**

Village Manager, Evan Summers, engages all to report potholes by using the Village's YourGov system. Mr. Summer stated information could be found on the Village's website.

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:02 p.m.

Nancy Quinn  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, March 2019



# BOND, DICKSON & CONWAY

400 S. Knoll Street, Unit C, Wheaton, Illinois 60187 P 630.681.1000 F 630.681.1020

Exhibit A (1 pg.)  
February 26, 2019  
Village Board Meeting Minutes

February 26, 2019

**VIA HAND DELIVERY**

Mr. Frank DeSimone  
President  
Village of Bensenville  
12 S. Center Street  
Bensenville, IL 60106

Re: The Ordinance or Resolution  
Approving Annexation  
Our File No.: 09-994

Dear President DeSimone:

I am writing in connection with the Public Hearing scheduled for this evening on the proposed property annexations to the municipal boundaries of the Village of Bensenville. The Bensenville Fire Protection District No. 1 has researched the properties sought to be annexed by the Village and has determined that several of the properties are not, in fact, contiguous to the Village of Bensenville. As such, the Village lacks the legal authority to annex properties which do not satisfy the legal contiguity requirements of the statute.

The Fire District is requesting that the Village defer any action on the proposed annexations until such time as all of the properties sought to be annexed can be reviewed and evaluated to determine whether they can be annexed, pursuant to law. A Representative of the Fire District will be present at the Public Hearing this evening to express the concerns of the Fire District.

Very truly yours,

BOND, DICKSON & CONWAY

*Patrick K. Bond*

Patrick K. Bond  
Attorney for Bensenville Fire  
Protection District No. 1



**TYPE:**Warrant**SUBMITTED BY:**Tia Filishio**DEPARTMENT:**Finance**DATE:**3/12/2019**DESCRIPTION:**Warrant report 3-12-2019 19/05 \$865,008.88**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant report 3-12-2019 19/05 \$865,008.88**ATTACHMENTS:****Description****Upload Date****Type**Warrant report 3-12-2019 19/05 \$865,008.883/7/2019Backup Material

# VILLAGE OF BENSENVILLE WARRANT 19/05

**March 12, 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 March 12, 2018 hereby authorizing the Director of Finance to disburse \$ 865,008.88 the accounts indicated in the attached report.**

**NANCY QUINN  
VILLAGE CLERK**

**FRANK DESIMONE  
VILLAGE PRESIDENT**



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**EXPENDITURE APPROVAL LIST****FOR CHECKS DATED: 3/12/2019**

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>10-41 INCORPORATED</b>									
<b>1406</b>									
05.01.19-01	ANNUAL CONTRACT/CHAPLAIN SE	ELGIN	20190535	03/03/2019	11040110-532100	PD	PROFESSIONAL SERVICES	\$2,000.00	0
								<b>2,000.00</b>	
<b>7 LAYER SOLUTIONS INC</b>									
<b>1093</b>									
3509	MONTHLY MAINTENANCE AGREEM	SCHAUMBURG	20190664	03/31/2019	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$500.00	0
3513	MANAGED IT SERVICES - MARCH 2	SCHAUMBURG	20190673	03/31/2019	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$11,167.00	0
								<b>11,667.00</b>	
<b>ACTION PLASTICS, INC.</b>									
<b>9016</b>									
55638	CLEAR POYCARB PLASTIC	BENSENVILLE	20190630	03/22/2019	11174100-542170	SF	R&M ICE RINKS	\$267.00	0
								<b>267.00</b>	
<b>ADDLAWN LANDSCAPING INC</b>									
<b>1565</b>									
201803756	R-18-18 MONTHLY LAWN MAINTEN.	LOMBARD	20184687	12/01/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$8,571.43	0
								<b>8,571.43</b>	
<b>ADVANCE AUTO</b>									
<b>808</b>									
8751903538737	PARTS	BENSENVILLE	20190573	03/06/2019	51050540-542410	PW	R&M VEHICLES	\$14.33	0
8751903928760	OIL STABILIZER-SQ #315-INV #87	BENSENVILLE	20190532	03/10/2019	11040110-542410	PD	R&M VEHICLES	\$11.95	0
8751904972172	PARTS	BENSENVILLE	20190573	03/20/2019	11050430-542410	PW	R&M VEHICLES	\$9.68	0
8751905230107	PARTS	BENSENVILLE	20190573	03/23/2019	11050420-542410	PW	R & M VEHICLES	\$42.74	0
8751905244251	PARTS	BENSENVILLE	20190573	03/23/2019	51050540-542410	PW	R&M VEHICLES	\$11.02	0
								<b>89.72</b>	
<b>AFLAC</b>									
<b>980</b>									
624461	AFLAC FEB 2019	COLUMBUS	20190615	03/28/2019	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$1,168.92	9005427
								<b>1,168.92</b>	
<b>AFSCME</b>									
<b>3105</b>									
02222019	UNION DUES FEB 2019		20190547	03/24/2019	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,432.88	9005413
02222019A	MVP NATIONAL PEOPLE PR WH 2/2		20190546	03/24/2019	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9005421
								<b>1,445.48</b>	
<b>AL WARREN OIL CO INC</b>									
<b>700</b>									
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	11020190-554110	PW	FUEL/GAS/OIL	\$73.67	0
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	11040110-554110	PW	FUEL/GAS/OIL	\$1,599.26	0

**FOR CHECKS DATED: 3/12/2019**

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	11050440-554110	PW	FUEL/GAS/OIL	\$114.43	0
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	11050490-554110	PW	FUEL/GAS/OIL	\$2,988.00	0
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	11060640-554110	PW	FUEL/GAS/OIL	\$132.58	0
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	11070720-554110	PW	FUEL/GAS/OIL	\$80.03	0
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	51050540-554110	PW	FUEL/GAS/OIL	\$1,089.09	0
W1205463	R-163-18 FLEET FUEL SERVICE &	HAMMOND	20190271	03/30/2019	51050570-554110	PW	FUEL/GAS/OIL	\$554.32	0
								<b>6,631.38</b>	
<b>ALFRED G. RONAN, LTD</b>									
<b>1431</b>									
MARCH 2019	PROJECT MANAGEMENT SERVICE	OAK PARK		03/31/2019	11010010-532810	FN	PROJECT MANAGEMENT SERVICE	\$7,500.00	0
								<b>7,500.00</b>	
<b>ALL WAYS FASTENERS INC</b>									
<b>11907</b>									
89341	NUTS & BOLTS	BENSENVILLE	20190605	03/22/2019	51050540-552520	PW	WATER MAIN PARTS	\$148.50	0
								<b>148.50</b>	
<b>APWA</b>									
<b>9872</b>									
2019	AWARDS PLAQUE	KANSAS CITY	20190603	03/24/2019	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$80.00	0
								<b>80.00</b>	
<b>AQUALAB WATER TREATMENT, INC.</b>									
<b>1373</b>									
3111	WATER TREATMENT CHEMICALS-	PROSPECT HE	20190655	03/31/2019	11174100-554120	SF	CHEMICALS	\$325.00	0
								<b>325.00</b>	
<b>ARROW ROAD CONSTRUCTION CO.</b>									
<b>6938</b>									
17135	UPM COLD MIX	ELK GROVE VII	20190595	03/07/2019	11050420-542810	PW	R & M PAVEMENT	\$123.30	0
17157	UPM COLD MIX	ELK GROVE VII	20190595	03/10/2019	11050420-542810	PW	R & M PAVEMENT	\$105.49	0
17164	UPM COLD MIX	ELK GROVE VII	20190595	03/13/2019	11050420-542810	PW	R & M PAVEMENT	\$137.00	0
17182	UPM COLD MIX	ELK GROVE VII	20190595	03/16/2019	11050420-542810	PW	R & M PAVEMENT	\$109.60	0
17195	UPM COLD MIX	ELK GROVE VII	20190595	03/17/2019	11050420-542810	PW	R & M PAVEMENT	\$134.26	0
								<b>609.65</b>	
<b>ASG STAFFING INC</b>									
<b>1032</b>									
1138926	MARIO ESTRADA SALARY- REDMO	BENSENVILLE	20190553	03/18/2019	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$709.43	0
1139077	MARIA ESTRADA SALARAY- REDMO	BENSENVILLE	20190653	03/25/2019	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$700.44	0
								<b>1,409.87</b>	
<b>ASSOCIATED TECHNICAL SERVICES</b>									
<b>2711</b>									

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 3/12/2019

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
31050	UTILITY LOCATION SYSTEM	VILLA PARK	20190275	03/07/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$7,697.00	0
								<b>7,697.00</b>	
<b>AVION CONSULTANTS, LLC</b>									
<b>1350</b>									
FEBRUARY 2019	ON-CALL AIRPORT NOISE CONSUL	MOUNT PROSF		03/22/2019	11010010-532810	FN	PROJECT MANAGEMENT SERVICE	\$562.50	0
								<b>562.50</b>	
<b>BENSENVILLE CHAMBER OF COMMERCE</b>									
<b>5412</b>									
2019	2019 MEMBERSHIP RENEWAL	BENSENVILLE	20190675	04/06/2019	11010010-521110	AD	MEMBERSHIP DUES	\$200.00	0
								<b>200.00</b>	
<b>BENSENVILLE POSTMASTER</b>									
<b>2622</b>									
201905311491157E	POSTAGE	BENSENVILLE	20190622	03/24/2019	11030110-540110	FN	POSTAGE/DELIVERY SERVICES	\$28.98	9005425
								<b>28.98</b>	
<b>BLUE TARP FINANCIAL, INC</b>									
<b>1107</b>									
59210268	TOOL	ATLANTA	20190578	03/15/2019	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$827.49	0
								<b>827.49</b>	
<b>BOND DICKSON &amp; ASSOCIATES, P.C</b>									
<b>97</b>									
16530	LEGAL SERVICES - FEBRUARY 201	WHEATON		04/05/2019	11020120-533110	FN	LEGAL SERVICES	\$1,223.30	0
								<b>1,223.30</b>	
<b>BP</b>									
<b>689</b>									
686164	FUEL PURCHASE FEB 2019	CHARLOTTE	20190613	03/23/2019	11040110-554110	FN	FUEL/GAS/OIL	\$74.94	9005428
								<b>74.94</b>	
<b>BRIGHT DIRECTIONS</b>									
<b>683</b>									
02222019	BRIGHT DIRECTIONS PR WH 2/22/1	LINCOLN	20190540	03/24/2019	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9005418
								<b>200.00</b>	
<b>CED</b>									
<b>401</b>									
1028-659256	CHANDLIER HOIST W REMOTE	DES MOINES	20190569	03/07/2019	11050440-542110	PW	R&M BUILDING	\$610.51	0
								<b>610.51</b>	
<b>CERTIFIED LABS</b>									
<b>9512</b>									
3432708	SUPPLIES WW	CHICAGO	20190602	03/10/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$399.74	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>CHASE MANHATTAN BANK</b>								<b>399.74</b>	
<b>12098</b>									
ROBIN HOOD WK2	MOVIE RENTAL FEE- ROBIN HOOD	BROOKLYN	20190660	03/30/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$177.80	0
								<b>177.80</b>	
<b>CHICAGO PARTS &amp; SOUND LLC</b>									
<b>929</b>									
1-0053707	SUPPLIES	ELK GROVE VII	20190575	03/22/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$53.52	0
								<b>53.52</b>	
<b>CHRIST PANOS FOODS CORPORATIO</b>									
<b>205</b>									
525092	FOOD ITEMS FOR SUNDAE'S TOO	ITASCA	20190651	03/30/2019	11070790-557810	SF	FOOD ITEMS	\$559.00	0
								<b>559.00</b>	
<b>CINTAS CORPORATION</b>									
<b>13176</b>									
769569140	FLOOR MATS CLEANED - JOHN ST.	MAYWOOD	20190560	03/20/2019	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$71.98	0
769572703	FLOOR MATS CLEANER - 12 S CEN	MAYWOOD	20190636	03/27/2019	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$65.71	0
								<b>137.69</b>	
<b>CITY OF WOOD DALE</b>									
<b>11775</b>									
0006740	SHARE OF ACCESS OHARE WEST	WOODDALE		02/24/2019	11060110-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$441.69	0
								<b>441.69</b>	
<b>CIVITECH ENGINEERING INC</b>									
<b>454</b>									
47358	R-22-18 RESIDENT ENGINEER SER	ITASCA	20190451	03/02/2019	31080810-536515	PW	ENG SVC - PROJECT MANAGEME	\$3,873.24	0
								<b>3,873.24</b>	
<b>COCA COLA REFRESHMENTS USA INC</b>									
<b>7585</b>									
722208827	BEVERAGES FOR SUNDAE'S TOO-	CHICAGO	20190627	03/27/2019	11070790-557810	SF	FOOD ITEMS	\$550.54	0
								<b>550.54</b>	
<b>COLLEGE OF DUPAGE</b>									
<b>3414</b>									
9789	PROFESSIONAL TRAINING	GLEN ELLYN	20190588	03/20/2019	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$712.50	0
9789	PROFESSIONAL TRAINING	GLEN ELLYN	20190588	03/20/2019	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	\$356.25	0
9789	PROFESSIONAL TRAINING	GLEN ELLYN	20190588	03/20/2019	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	\$356.25	0
								<b>1,425.00</b>	

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<b>COMCAST</b>									
<b>12216</b>									
0001924-0319	COMCAST SERVICE	SOUTHEASTEF	20190016	03/23/2019	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.61	0
0002237-0219	COMCAST CABLE- 0002237-0219	SOUTHEASTEF	20190559	03/06/2019	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$236.37	0
0003318-0219	COMCAST INTERNET- JEFFERSON	SOUTHEASTEF	20190633	03/03/2019	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$189.85	0
0298761-0219	COMCAST INTERNET	SOUTHEASTEF	20190441	03/11/2019	11040341-577121	FN	TEEN CENTER	\$106.85	9005410
0408014-0319	COMCAST INTERNET- JOHN ST.	SOUTHEASTEF	20190633	03/25/2019	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$56.90	0
0421918-0219	COMCAST INTERNET/CABLE	SOUTHEASTEF	20190440	03/07/2019	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$256.85	9005409
0421918-0219	COMCAST INTERNET/CABLE	SOUTHEASTEF	20190440	03/07/2019	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$169.90	9005409
0546086-0319	SERVICE 2/24-3/23/2019 @ 1025 FE	SOUTHEASTEF	20190606	03/22/2019	11040341-574415	PD	POLICE NEIGHBORHOOD CENTEF	\$86.90	0
								<b>1,116.23</b>	
<b>COMMONWEALTH EDISON</b>									
<b>2668</b>									
4066109004-0219	ENERGY SERVICE 1/18/19-2/19/19	CAROL STREAI	20190644	03/21/2019	11050420-541370	PW	ELECTRICITY	\$5,306.76	0
7058038017-0219	COMED - 302 W GREEN STREET	CAROL STREAI	20190666	03/30/2019	11040341-577121	FN	TEEN CENTER	\$157.77	0
								<b>5,464.53</b>	
<b>CONSTELLATION ENERGY SERVICES:</b>									
<b>13016</b>									
3355640000-0119	CONSTELLATION- 3355640000-0119	CAROL STREAI	20190643	03/16/2019	11174100-541370	SF	ELECTRICITY	\$5,669.37	0
6561640000-0119	CONSTELLATION- 6561640000-0119	CAROL STREAI	20190643	03/16/2019	11174100-541370	SF	ELECTRICITY	\$5,862.03	0
763464-33-0119	CONSTELLATION-763464-34-0119	CAROL STREAI	20190661	03/21/2019	11070720-541370	SF	ELECTRICITY	\$178.91	0
763464-34-0119	CONSTELLATION-763464-34-0119	CAROL STREAI	20190661	03/21/2019	11070720-541370	SF	ELECTRICITY	\$28.45	0
763464-35-0119	CONSTELLATION-763464-35-0119	CAROL STREAI	20190662	03/21/2019	11070790-541370	SF	ELECTRICITY	\$374.19	0
763464-39-0119	ENERGY SERVICE 12/28/18 - 2/4/19	CAROL STREAI	20190609	03/21/2019	11050420-541370	PW	ELECTRICITY	\$106.19	0
763464-41-0119	ENERGY SERVICE 12/28/18 - 2/4/19	CAROL STREAI	20190609	03/21/2019	11050420-541370	PW	ELECTRICITY	\$45.16	0
763464-42-0119	ENERGY SERVICE 12/28/18 - 2/4/19	CAROL STREAI	20190609	03/21/2019	11050420-541370	PW	ELECTRICITY	\$92.77	0
763464-43-0119	ENERGY SERVICE 12/28/18 - 2/4/19	CAROL STREAI	20190609	03/21/2019	11050420-541370	PW	ELECTRICITY	\$356.84	0
763464-45-0119	ENERGY SERVICE 12/28/18 - 2/4/19	CAROL STREAI	20190609	03/21/2019	11050420-541370	PW	ELECTRICITY	\$75.23	0
763464-46-00219	ENERGY SERVICE 1/29/19 - 2/27/	CAROL STREAI	20190647	03/30/2019	51050560-541370	PW	ELECTRICITY/GAS	\$29.32	0
763464-7-0219	ENERGY SERVICE 1/29/19 - 2/27/	CAROL STREAI	20190647	03/30/2019	51050560-541370	PW	ELECTRICITY/GAS	\$92.55	0
								<b>12,911.01</b>	
<b>CORE &amp; MAIN LP</b>									
<b>12655</b>									
K134219	STOCK	ST LOUIS	20190608	03/13/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$178.00	0
								<b>178.00</b>	
<b>D'AQUILA, SUSAN (E)</b>									
<b>103</b>									
09846W	PORTABLE TV STAND	BLOOMINGDAL	20190650	03/30/2019	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$86.90	0



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								<b>86.90</b>	
<b>DASH MEDICAL GLOVES</b>									
<b>11899</b>									
INV1142039	1 CASE OF MED GLOVES-INV #INV	FRANKLIN	20190632	03/23/2019	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$66.90	0
								<b>66.90</b>	
<b>DE LAGE LANDEN FINANCIAL SERVIC</b>									
<b>983</b>									
62551244	PRINTER AND COPIER LEASE - 3/8	PHILADELPHIA	20190616	03/24/2019	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,971.00	0
								<b>1,971.00</b>	
<b>DEAN LAWRENTZ (E)</b>									
<b>773</b>									
50832	DEAN LAWRENTZ BFCA TRAINING	LISLE	20190663	02/28/2019	11060640-521510	CD	TRAINING PROGRAMS/SESSIONS	\$350.00	0
								<b>350.00</b>	
<b>DEPUE MECHANICAL INC</b>									
<b>1072</b>									
2018/0817	DEHUMIDIFIER JOHN ST.	MINOOKA	20184684	09/30/2018	11174100-542110	SF	R & M HVAC	\$810.00	0
								<b>810.00</b>	
<b>DISCOVERY BENEFITS</b>									
<b>504</b>									
0000972639-IN	COBRA BENEFITS JAN 2019	FARGO	20190612	03/02/2019	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$85.00	9005429
								<b>85.00</b>	
<b>DUPAGE CONVENTION &amp; VISITORS BI</b>									
<b>11644</b>									
2019-2020	2019-20 VISITORS GUIDE	OAKBROOK	20190648	03/13/2019	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$1,800.00	0
								<b>1,800.00</b>	
<b>DUPAGE COUNTY MAJOR CRIMES TA</b>									
<b>12391</b>									
2019	2019 ANNUAL MEMBERSHIP DUES	LOMBARD	20190607	02/10/2019	11040360-571010	PD	INTERGOV'T PROG/CONTRIB.	\$500.00	0
								<b>500.00</b>	
<b>DUPAGE WATER COMMISSION</b>									
<b>5295</b>									
JANUARY 2019	1/19 OPERATION & MANAGEMENT	ELMHURST	20190474	03/02/2019	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$222,611.22	9005431
								<b>222,611.22</b>	
<b>ENGINEERING RESOURCE ASSOCIAT</b>									
<b>613</b>									
13020200.39	STORMWATER REVIEW	WARRENVILLE	20190070	03/20/2019	11050110-532100	PW	PROFESSIONAL SERVICES	\$1,570.21	0
16031500.16	R-41-16 SILVER/WILLOW CREEK W	WARRENVILLE	20190459	03/20/2019	31080810-596000	PW	CAPITAL CONSTRUCTION	\$19,532.56	0



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<b>EVAN K SUMMERS (E)</b>								<b>21,102.77</b>	
<b>1266</b>									
02282019	ASTI DELI - PARK DIST. & PD INTRC	BENSENVILLE		03/30/2019	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$31.47	0
								<b>31.47</b>	
<b>EXOTIC RAYZ INC</b>									
<b>1628</b>									
299975001-24816	UB REFUND	HOFFMAN EST.		02/27/2019	51000000-121050	FN	REC - H2O OPERATIONS	\$48.18	0
								<b>48.18</b>	
<b>FERRELLGAS</b>									
<b>136</b>									
1105299315	REFILL PROPANE GAS CYLINDERS	DENVER	20190552	03/21/2019	11174100-541385	SF	GAS-PROPANE	\$66.82	0
1105299320	REFILL PROPANE GAS CYLINDERS	DENVER	20190552	03/21/2019	11174100-541385	SF	GAS-PROPANE	\$103.22	0
1105432680	REFILL PROPANE GAS CYLINDERS	DENVER	20190610	03/28/2019	11174100-541385	SF	GAS-PROPANE	\$89.68	0
1105432685	REFILL PROPANE GAS CYLINDERS	DENVER	20190610	03/28/2019	11174100-541385	SF	GAS-PROPANE	\$53.72	0
								<b>313.44</b>	
<b>FOX VALLEY TECHNICAL COLLEGE</b>									
<b>1626</b>									
0311152019CS	TRAINING-STAFFELDT-INV #031115	APPLETON	20190566	03/21/2019	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$595.00	0
								<b>595.00</b>	
<b>GEIB INDUSTRIES</b>									
<b>2833</b>									
569891-001	SHOP SUPPLIES	BENSENVILLE	20190585	03/15/2019	11050430-542410	PW	R&M VEHICLES	\$70.80	0
570115-001	SHOP SUPPLIES	BENSENVILLE	20190585	03/17/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$85.51	0
570185-001	SHOP SUPPLIES	BENSENVILLE	20190585	03/20/2019	11050420-542410	PW	R & M VEHICLES	\$189.32	0
570396-001	SHOP SUPPLIES	BENSENVILLE	20190585	03/22/2019	11050440-542110	PW	R&M BUILDING	\$69.55	0
								<b>415.18</b>	
<b>GOLD MEDAL-CHICAGO</b>									
<b>9695</b>									
351474	FOOD ITEMS FOR SUNDAE'S TWO	BENSENVILLE	20190631	03/20/2019	11070790-557810	SF	FOOD ITEMS	\$465.51	0
								<b>465.51</b>	
<b>GOVSPEND</b>									
<b>1537</b>									
46788	SMARTSEARCH (GOV'T) - ANNUAL	DEERFIELD BE	20190640	02/07/2019	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$3,000.00	0
								<b>3,000.00</b>	
<b>GREAT LAKE THEATRE SERVICE, LTD</b>									
<b>319</b>									
FEBRUARY 2019	FEBRUARY BOOKING MOVIES FEE	AURORA	20190611	03/25/2019	11070790-541460	SF	BOOKING FEES	\$300.00	0

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<b>HAWKINS WATER TREATMENT GROU</b>								<b>300.00</b>	
<b>1016</b>									
4446796	AZONE BULK	PEOTONE	20190577	03/16/2019	51050550-554120	PW	CHEMICALS	\$382.30	0
								<b>382.30</b>	
<b>HERSHEY CREAMERY COMPANY</b>									
<b>13115</b>									
INVE0013996079	ICE CREAM FOR SUNDAE'S TOO	HARRISBURG	20190635	03/24/2019	11070790-557810	SF	FOOD ITEMS	\$183.00	0
								<b>183.00</b>	
<b>HIGHLAND PARK CVS, LLC</b>									
<b>9</b>									
R-151-2018A	R-151-2018			04/06/2019	31080820-593000	FN	CAPITAL OUTLAY-IMPROVEMENT:	\$5,000.00	162280
								<b>5,000.00</b>	
<b>HOME DEPOT CREDIT SERVICES</b>									
<b>7665</b>									
1013512	SUPPLIES	LOUISVILLE	20190598	03/13/2019	11050420-554810	PW	UNIFORMS	\$14.97	0
1582655	LIGHT BULBS	LOUISVILLE	20190558	03/23/2019	11174100-542310	SF	R&M EQUIPMENT	\$49.48	0
2530458	MISC ITEMS FOR REDMOND PARK	LOUISVILLE	20190557	03/22/2019	11070720-542310	SF	R & M EQUIPMENT	\$20.95	0
3014197	MISC SUPPLIES	LOUISVILLE	20190628	03/21/2019	11070790-542310	SF	R&M EQUIPMENT	\$38.03	0
4570855	MISC CLEANING SUPPLIES	LOUISVILLE	20190654	03/30/2019	11174100-542112	SF	R&M BUILDING-CLEANING	\$23.31	0
4570855	MISC CLEANING SUPPLIES	LOUISVILLE	20190654	03/30/2019	11174100-542170	SF	R&M ICE RINKS	\$116.91	0
								<b>263.65</b>	
<b>HOUSMAN REALTY TRUST</b>									
<b>1630</b>									
R-151-2018B	R-151-2018	MALDEN		04/06/2019	31080820-593000	FN	CAPITAL OUTLAY-IMPROVEMENT:	\$70,000.00	162281
								<b>70,000.00</b>	
<b>HR GREEN INC</b>									
<b>876</b>									
124572	R-9-17 ELGIN O'HARE PLAN REVIEW	CEDAR RAPIDS	20190462	03/13/2019	31080810-536513	PW	ENG SVC - DESIGN	\$3,159.46	0
								<b>3,159.46</b>	
<b>ICMA_RC RETIREMENT</b>									
<b>3096</b>									
02222019	ICMA-ROTH PR WH 2/22/19		20190545	03/24/2019	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,143.06	9005414
02222019A	ICMA- PR WH 2/22/19		20190562	03/24/2019	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$11,483.76	9005415
								<b>12,626.82</b>	
<b>IL. MUNICIPAL RETIREMENT FUND</b>									
<b>2882</b>									
FEBRUARY 2019	IMRF CONTRIBUTIONS FEB 2019	OAK BROOK	20190641	03/03/2019	11000000-212110	FN	PAYROLL DEDUCT'N-IMRF	\$63,923.36	9005426

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								<b>63,923.36</b>	
<b>ILLCO INC</b>									
<b>1039</b>									
3436441	MISC HVAC PARTS	AURORA	20190617	03/15/2019	11174100-542110	SF	R & M HVAC	\$27.85	0
								<b>27.85</b>	
<b>ILLINOIS DEPARTMENT OF REVENUE</b>									
<b>3098</b>									
02222019	IL STATE PR TAX WH 2/22/18	SPRINGFIELD	20190563	03/24/2019	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$15,433.88	9005412
FEBRUARY 2019	SALEX TAX PAYABLE FEBRUARY 2	SPRINGFIELD		04/06/2019	11000000-265010	FN	SALES TAX PAYABLE	\$451.00	9005430
FEBRUARY 2019	SALEX TAX PAYABLE FEBRUARY 2	SPRINGFIELD		04/06/2019	11000000-437295	FN	MISC REVENUE-REDMOND	\$-8.00	9005430
								<b>15,876.88</b>	
<b>ILLINOIS LAW ENFORCEMENT ALARM</b>									
<b>12402</b>									
0325262019-BDEZ	2019 ANNUAL ILEAS CONF-INV #03	URBANA	20190537	03/23/2019	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$200.00	0
								<b>200.00</b>	
<b>ILLINOIS TACTICAL OFF. ASSN.</b>									
<b>5107</b>									
031819BR	TRAINING-REYNOLDS-INV #031819	FRANKFORT	20190592	03/27/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$150.00	0
6945	TRAINING-WILSON-INV #6945	FRANKFORT	20190567	03/21/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$190.00	0
6945A	TRAINING-PTAK-INV #031819MP	FRANKFORT	20190568	03/21/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$190.00	0
								<b>530.00</b>	
<b>JGH TECHNOLOGIES</b>									
<b>10232</b>									
19022892	(2) NEC REPLACEMENT LAMP FOR	ELGIN	20190659	03/30/2019	11070790-542310	SF	R&M EQUIPMENT	\$1,121.50	0
								<b>1,121.50</b>	
<b>JORSON &amp; CARLSON CO., INC.</b>									
<b>7925</b>									
0574604	ICE SCRAPER KNIVES CLEANER/S	ELK GROVE VII	20190629	03/28/2019	11174100-542610	SF	R&M OLYMPIA	\$74.38	0
								<b>74.38</b>	
<b>LAI, LTD</b>									
<b>457</b>									
19-16195	MSA GAS CALIBRATION KIT	ROLLING MEAL	20190171	03/13/2019	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$1,460.95	0
								<b>1,460.95</b>	
<b>LAW OFFICES OF JOHN Z TOSCAS</b>									
<b>12719</b>									
022119CA	022119 CONDUCT ADMIN HEARING	PALOS HEIGHT		03/23/2019	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$300.00	0
022119PO	022119 PARKING/ORDINANCE VIOL	PALOS HEIGHT		03/23/2019	11040110-533100	FN	LEGAL SERVICES	\$575.00	0
022219RLM 022819	022219 & 022819 RED LIGHT - MAIL	PALOS HEIGHT		04/03/2019	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$300.00	0

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CHECK AMOUNT	W/T/MANUAL CHECK #
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								1,175.00	
LEACH ENTERPRISES									
8598									
1012804	STAINLESS CONVEX	CRYSTAL LAKE	20190601	03/21/2019	11050430-542410	PW	R&M VEHICLES	\$38.78	0
								38.78	
MARQUARDT & BELMONTE P.C.									
127									
9531	VILLAGE PROSECUTIONS AND ADI	WHEATON		03/31/2019	11020120-533210	FN	LEGAL SERVICES-PROSECUTION	\$3,780.00	0
								3,780.00	
MARTIN WOJCIK									
1577									
2019111	1000 LARGE EVIDENCE ENVELOPE	BENSENVILLE	20190581	03/14/2019	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$775.00	0
								775.00	
MC MASTER-CARR SUPPLY COMPAN'									
2917									
86004880	SUPPLIES	CHICAGO	20190586	03/09/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$98.24	0
87035772	PARTS FOR ZAM	CHICAGO	20190555	03/21/2019	11174100-542610	SF	R&M OLYMPIA	\$37.90	0
								136.14	
MEADE ELECTRIC COMPANY INC									
12050									
686207	BLANKET PO FOR TRAFFIC SIGNAL	MCCOOK	20190097	03/20/2019	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$811.20	0
								811.20	
MENARDS-GLENDALE HEIGHTS									
11265									
27806	SUPPLIES	GLENDALE HEI	20190604	03/17/2019	11050440-542110	PW	R&M BUILDING	\$58.92	0
28463	REFUND ON 50W MR16 GU5.3 12V	GLENDALE HEI		02/22/2019	11050440-542110	FN	R&M BUILDING	\$-47.96	0
								10.96	
METRO TANK AND PUMP COMPANY									
1366									
15478	MONTHLY UST INSPECTION CHUR	WHEELING	20190273	03/16/2019	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$470.00	0
								470.00	
METROPOLITAN ALLIANCE POLICE									
8009									
02222019	UNION DUES FEB 2019	BOLINGBROOK	20190548	03/24/2019	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$936.00	9005422
								936.00	
MIDCO INC									
1217									

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332999	REMOTE REBOOT/CAMERA SYSTE	BURR RIDGE	20190621	03/22/2019	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$240.00	0
333049	REPAIR CAMERA SYSTEM/MONITC	BURR RIDGE	20184685	03/24/2019	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$5,760.72	0
<b>MILLER INDUSTRIAL</b>								<b>6,000.72</b>	
<b>6509</b>									
PSI013480	SUPPLIES	ELK GROVE VII	20190594	03/21/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$65.97	0
PSI013627	SUPPLIES	ELK GROVE VII	20190594	03/21/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$24.83	0
PSI03596	SUPPLIES	ELK GROVE VII	20190594	03/21/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$19.99	0
<b>MINERAL MASTERS CORPORATION</b>								<b>110.79</b>	
<b>1517</b>									
0043584	CHEMICALS FOR THE POOL	WEST CHICAGO	20190656	03/17/2019	11070760-554120	SF	CHEMICALS	\$456.00	0
<b>MISCELLANEOUS FOR UT</b>								<b>456.00</b>	
<b>426</b>									
299985001-24816	UB 299985001 1450 IRVING PARK R			03/05/2019	51000000-121050	FN	REC - H2O OPERATIONS	\$39.21	0
<b>MONTANA &amp; WELCH LLC</b>								<b>39.21</b>	
<b>1410</b>									
11700	LEGAL SERVICES - JANUARY 2019	PALOS HEIGHT		03/30/2019	11020120-533110	FN	LEGAL SERVICES-GEN'L MATTER:	\$19.52	0
11700	LEGAL SERVICES - JANUARY 2019	PALOS HEIGHT		03/30/2019	11020120-533110	FN	LEGAL SERVICES-CODE ENFORCI	\$918.75	0
11700	LEGAL SERVICES - JANUARY 2019	PALOS HEIGHT		03/30/2019	11020120-533110	FN	LEGAL SERVICES-GEN'L MATTER:	\$8,793.75	0
11701	LEGAL SERVICES - JANUARY LITIG	PALOS HEIGHT		03/30/2019	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$3,683.06	0
<b>MONTY'S BANQUETS</b>								<b>13,415.08</b>	
<b>5630</b>									
03052019	MARCH SENIOR LUNCHEON	BENSENVILLE	20190676	04/04/2019	11070110-577125	AD	SENIOR CITIZEN PROGRAMS	\$1,984.00	0
<b>MORI MILK AND ICE CREAM CO INC</b>								<b>1,984.00</b>	
<b>1558</b>									
633766A	ICE CREAM FOR SUNDAES TOO	FRANKLIN PAR	20184683	07/06/2018	11070790-557810	FN	FOOD ITEMS	\$320.69	0
<b>MUNICIPAL SYSTEMS INC</b>								<b>320.69</b>	
<b>12974</b>									
16264	MOVE/ABC PRGM FEE-JAN19-INV #	PALOS HTS	20190522	03/03/2019	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$225.00	0
16265	PARK/ORD PRGM FEE-JANUARY19	PALOS HTS	20190538	03/03/2019	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$6,830.00	0
16366	POSTAGE-TICKET LATE NOTICES-I	PALOS HTS	20184678	03/03/2019	11040110-540110	PD	POSTAGE/DELIVERY SERVICESS	\$229.32	0
								<b>7,284.32</b>	

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<b>NAMEONANYTHING.COM</b>									
<b>383</b>									
190211-3L	UNIFORMS FOR THE AQUATICS DE	GLEN ELLYN	20190652	03/30/2019	11070760-554810	SF	UNIFORMS-PURCHASE	\$983.00	0
								<b>983.00</b>	
<b>NEUCO INC</b>									
<b>1069</b>									
3591664	DAMPER CONTROL SWITCH	DOWNERS GR	20190618	03/21/2019	11070760-542310	SF	R&M EQUIPMENT	\$82.00	0
								<b>82.00</b>	
<b>NICOR</b>									
<b>2673</b>									
20557800008-0219	GAS SERVICE 1/25/19-2/27/19	CAROL STREA	20190584	03/29/2019	51050550-541370	PW	ELECTRICITY/GAS	\$270.64	0
								<b>270.64</b>	
<b>NORTH EAST MULTI-REGIONAL TRNG</b>									
<b>2941</b>									
249494	TRAINING-HERRERA/MIRANDOLA-I	NORTH AUROR	20190623	03/22/2019	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$750.00	0
								<b>750.00</b>	
<b>OLD SECOND BANK</b>									
<b>1338</b>									
02222019	PR TAXES, FEDERAL, SS, MEDICAF		20190561	03/24/2019	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$37,315.71	9005411
02222019	PR TAXES, FEDERAL, SS, MEDICAF		20190561	03/24/2019	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$28,790.33	9005411
02222019	PR TAXES, FEDERAL, SS, MEDICAF		20190561	03/24/2019	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,201.90	9005411
								<b>76,307.94</b>	
<b>OZARK MOTOR LINES, INC.</b>									
<b>9</b>									
PS20800	OVERPAID POLICE CITATION PS20			04/05/2019	11000000-444112	FN	FINES- PARKING	\$125.00	0
								<b>125.00</b>	
<b>PADDOCK PUBLICATIONS INC</b>									
<b>7111</b>									
320	DAILY HERALD PUBLIC HEARING II	CAROL STREA	20190530	02/22/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$47.50	0
471	DAILY HERALD PUBLIC HEARING II	CAROL STREA	20190530	02/22/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$168.00	0
								<b>215.50</b>	
<b>PARTNERS AND PAWS VETERINARY</b>									
<b>819</b>									
61417	EXAM FOR ARSON K-9 ZOE-INV #6	LISLE	20190614	03/20/2019	11040360-522110	PD	EXPENSE REIMBURSEMENT	\$143.17	0
								<b>143.17</b>	
<b>PAYLOCITY</b>									
<b>12843</b>									
104823378	PAYROLL FEES 2/22/19	ARLINGTON HE	20190550	03/24/2019	11030110-532310	FN	PAYROLL SERVICES	\$1,560.97	9005423

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<b>POLICE LAW INSTITUTE, INC</b>								<b>1,560.97</b>	
<b>1259</b>									
13872	2019 ANNUAL MEMBERSHIP-INV #1	NORTH LIBERT	20190527	03/03/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$3,800.00	0
<b>RAY O'HERRON CO.-OAKBROOK TERI</b>								<b>3,800.00</b>	
<b>11033</b>									
1908373-IN	UNIFORMS-ZODROW-INV #1908373	LOMBARD	20190536	03/16/2019	11040110-554810	PD	UNIFORMS - PURCHASE	\$18.95	0
<b>RED WING BUSINESS ADVANTAGE AC</b>								<b>18.95</b>	
<b>936</b>									
20190221014482	SAFETY BOOTS - CHRIS KOWALCZ	DALLAS	20190576	03/23/2019	51050570-554810	PW	UNIFORMS	\$268.51	0
<b>REPUBLIC SERVICES</b>								<b>268.51</b>	
<b>8087</b>									
0551-014328787	RESIDENTIAL SERVICE - 1/1/19-1/3	LOUISVILLE	20190479	03/03/2019	57020580-579990	FN	DISPOSAL CHARGES	\$77,322.79	0
0551-014328787A	RESIDENTIAL SERVICE - 1/1/19-1/3	LOUISVILLE	20190678	03/03/2019	57020580-579990	FN	DISPOSAL CHARGES	\$2,804.43	0
0551-014348422	RESIDENTIAL SERVICE - 2/1/19-2/2	LOUISVILLE	20190678	03/30/2019	57020580-579990	FN	DISPOSAL CHARGES	\$80,127.22	0
<b>ROESCH FORD</b>								<b>160,254.44</b>	
<b>486</b>									
90382FOWG	PARTS	BENSENVILLE	20190570	03/23/2019	11050420-542410	PW	R & M VEHICLES	\$22.72	0
90384FOWG	PARTS	BENSENVILLE	20190570	03/22/2019	11050440-542410	PW	R&M VEHICLES	\$22.72	0
<b>ROSENTHAL, MURPHEY, COBLENTZ &amp;</b>								<b>45.44</b>	
<b>1523</b>									
1465-0100M-11	WHITE PINES ANNEXATION	CHICAGO	20190665	03/27/2019	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$47.50	0
<b>RUSH TRUCK CENTER OF ILLINOIS, IN</b>								<b>47.50</b>	
<b>909</b>									
3013834055	PARTS	CAROL STREAI	20190574	03/14/2019	11050430-542410	PW	R&M VEHICLES	\$542.16	0
3013843959	PARTS	CAROL STREAI	20190574	03/15/2019	11050430-542410	PW	R&M VEHICLES	\$55.80	0
3013843981	CREDIT ON CABLE TANK MTG*ASS	CAROL STREAI		02/13/2019	11050430-542410	FN	R&M VEHICLES	\$-55.80	0
3013898053	PARTS	CAROL STREAI	20190574	03/20/2019	11050430-542410	PW	R&M VEHICLES	\$506.80	0
<b>RUSSO POWER EQUIPMENT</b>								<b>1,048.96</b>	
<b>8166</b>									
5659537	TOOL	SCHILLER PAR	20190599	03/10/2019	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$105.98	0

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S & G THOR CORPORATION								105.98	
1528									
FEBRUARY 2019	CONSULTING SERVICES - FEBRUA	BLOOMINGDAL		03/31/2019	11020110-532810	FN	PROJECT MANAGEMENT SERVICE	\$6,000.00	0
								6,000.00	
SAUBER MFG. CO.									
4413									
PSI207152	PARTS	VIRGIL	20190591	03/22/2019	51050540-542410	PW	R&M VEHICLES	\$206.16	0
								206.16	
SEAN HERBERT MILNES									
1501									
02182019	SENIOR SNOW REMOVAL 2/18/19 E	MELROSE PAR	20190580	03/20/2019	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$1,200.00	0
								1,200.00	
SELVIN LANDSCAPING INC									
1602									
10582A	SENIOR SNOW REMOVAL JAN 28TI	ADDISON	20190582	03/06/2019	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$190.00	0
10661	SENIOR SNOW REMOVAL FEB 18TI	ADDISON	20190582	03/20/2019	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$1,070.00	0
								1,260.00	
SIUE									
5410									
1693	JAMES GENNETT 4/2-4/5 CROSS C	EDWARDSVILL	20190260	03/13/2019	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	\$550.00	0
								550.00	
SMG SECURITY SYSTEMS, INC.									
4295									
58691	ANNUAL FA INSPECTION- JEFFERS	ELK GROVE VII	20190624	03/14/2019	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$380.00	0
58692	ANNUAL FA INSPECTION- JEFFERS	ELK GROVE VII	20190624	03/14/2019	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$620.00	0
								1,000.00	
SONY PICTURES ENTERTAINMENT									
6524									
MISS BALA WK1	MOVIE RENTAL FEE- MISS BALA 2.	DALLAS	20190658	03/30/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$141.31	0
								141.31	
SOUTH SIDE CONTROL SUPPLY CO.									
3003									
S100528117.001	HVAC PARTS	CHICAGO	20190587	03/06/2019	11050440-542110	PW	R&M BUILDING	\$83.24	0
S100528127.002	HVAC PARTS	CHICAGO	20190587	03/10/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$189.15	0
								272.39	



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<b>SPEEDWAY</b>									
<b>1418</b>									
IE260-0120-022020	REEFER FUEL	COVINGTON	20190579	03/22/2019	11050490-554110	PW	FUEL/GAS/OIL	\$88.37	0
								<b>88.37</b>	
<b>STANDARD EQUIPMENT CO.</b>									
<b>4236</b>									
P12020	PARTS	CHICAGO	20190590	03/14/2019	51050540-542410	PW	R&M VEHICLES	\$231.94	0
								<b>231.94</b>	
<b>STATE DISBURSEMENT UNIT</b>									
<b>13020</b>									
02222019	CHILD SUPPORT PR WH 2/22/19	CAROL STREAI	20190551	03/24/2019	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9005424
								<b>1,032.74</b>	
<b>TEKLAB, INC.</b>									
<b>1457</b>									
225060	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20190639	03/14/2019	51050570-543510	PW	LABORATORY TESTING	\$844.50	0
								<b>844.50</b>	
<b>THE BUREAU OF NATIONAL AFFAIRS,</b>									
<b>1625</b>									
4126906	OFFICERS POCKET MANUAL-INV #	ARLINGTON	20184686	03/01/2019	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATIOI	\$46.54	0
								<b>46.54</b>	
<b>THE DETROIT SALT COMPANY</b>									
<b>1444</b>									
82381	R-91-18 BULK ROCK SALT 500TON	DETROIT	20190467	03/24/2019	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$2,849.84	0
82521	R-91-18 BULK ROCK SALT 500TON	DETROIT	20190467	03/27/2019	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$2,730.99	0
								<b>5,580.83</b>	
<b>THE STEVENS GROUP, LLC</b>									
<b>1440</b>									
0061217	ENVELOPES - FN & CLERK	ELMHURST	20190543	03/21/2019	11010030-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$251.00	0
0061217	ENVELOPES - FN & CLERK	ELMHURST	20190543	03/21/2019	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$251.00	0
								<b>502.00</b>	
<b>THOMAS HERRERA LANDSCAPING</b>									
<b>1554</b>									
02192019	SENIOR SNOW REMOVAL PROG 02	NORTHLAKE	20190510	03/21/2019	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$1,430.00	0
								<b>1,430.00</b>	
<b>TRAINING CONCEPTS, INC</b>									
<b>1343</b>									
36497	CPR/AED TRAINING AIDS-INV #364	SOUTH HOLLAI	20184682	09/29/2018	11040340-542310	PD	R&M EQUIPMENT	\$587.50	0
37420	ANNUAL AFFILIATION FEE-WILSON	SOUTH HOLLAI	20190534	12/14/2018	11040340-542310	PD	R&M EQUIPMENT	\$75.00	0

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<b>TREASURY DIRECT</b>								<b>662.50</b>	
<b>11906</b>									
02222019	SAVINGS BONDS PR WH 2/22/19		20190549	03/24/2019	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9005416
<b>TRI-RIVER POLICE TRAINING REGION</b>								<b>25.00</b>	
<b>12242</b>									
041219KB	TRAINING-BEER-INV #041219KB	PLAINFIELD	20190634	03/31/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$50.00	0
<b>TWENTIETH CENTURY FOX FILM COR</b>								<b>50.00</b>	
<b>6485</b>									
KID WHO KING WH	MOVIE RENTAL FEE- THE KID WHC	CHICAGO	20190625	03/23/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0
<b>UMB BANK, F/B/O PLANMEMBER</b>								<b>250.00</b>	
<b>1346</b>									
02222019	PLAN MEMBER PR WH 2/22/19	SHAWNEE MIS	20190542	03/24/2019	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,205.77	9005419
<b>UNIVERSAL FILM EXCHANGES</b>								<b>1,205.77</b>	
<b>7128</b>									
GREEN BOOK WK	MOVIE RENTAL FEE- GREEN BOOK	DALLAS	20190626	03/23/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$173.90	0
<b>VERIZON WIRELESS</b>								<b>173.90</b>	
<b>11240</b>									
442003865-00001-C	SERVICE 1/24/2019-2/23/2019	LEHIGH VALLE	20190679	03/25/2019	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$3,865.32	0
442003865-00002-C	SERVICE FROM 1/24/2019-2/23/20	LEHIGH VALLE	20190668	03/25/2019	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$296.45	0
<b>VILLAGE OF BENSENVILLE</b>								<b>4,161.77</b>	
<b>3100</b>									
02222019	POLICE PENSION PR WH 2/22/19		20190564	03/24/2019	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$11,703.46	9005417
<b>WAREHOUSE DIRECT INC</b>								<b>11,703.46</b>	
<b>1077</b>									
4197296-0	OFFICE SUPPLIES-INV #4197296-0	DES PLAINES	20190533	03/17/2019	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$67.42	0
4198749-0	TEA, GREEN W/ LEMON, 6BX/CT	DES PLAINES	20190541	03/20/2019	11020130-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$18.54	0
4198749-0	TEA, GREEN W/ LEMON, 6BX/CT	DES PLAINES	20190541	03/20/2019	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$98.86	0
4198749-0	TEA, GREEN W/ LEMON, 6BX/CT	DES PLAINES	20190541	03/20/2019	11060640-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$54.64	0
4199381-0	MISC SUPPLIES	DES PLAINES	20190554	03/21/2019	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$23.72	0
4200165-0	TOWEL, MULTI-FOLD, NATURAL	DES PLAINES	20190619	03/22/2019	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$70.00	0

**FOR CHECKS DATED: 3/12/2019**

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FOR CHECKS DATED: 3/12/2019									
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
4207644-0	ENVELOPES FOR ICE SHOW	DES PLAINES	20190620	03/28/2019	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASE	\$81.45	0
C4180434-1	REFUND ON MAGNETIC BOARD - V	DES PLAINES		02/26/2019	11174100-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-19.20	0
<b>WARNER BROTHERS DISTRIBUTING</b>								<b>395.43</b>	
<b>6503</b>									
LEGO MOVIE 2 W/ MOVIE RENTAL FEE- LEGO MOVIE	ATLANTA		20190657	03/30/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$329.18	0
<b>WENTWORTH TIRE-BENSENVILLE</b>								<b>329.18</b>	
<b>3510</b>									
40026990	#262 TIRE SERVICE	BENSENVILLE	20190589	03/15/2019	51050570-542410	PW	R&M VEHICLES	\$384.99	0
<b>WESTBROOK STRATEGIC CONSULTA</b>								<b>384.99</b>	
<b>1198</b>									
MARCH 2019	CONSULTING SERVICES - MARCH	WESTCHESTER		03/31/2019	11020110-532810	FN	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
<b>WHOLESALE DIRECT</b>								<b>3,750.00</b>	
<b>8440</b>									
000237707	WINTER BLADES	CHICAGO	20190600	03/15/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$61.55	0
<b>WILSON, JULIANN (E)</b>								<b>61.55</b>	
<b>11923</b>									
022019JW	REIMBURSE-WILSON-NEMRT CLASS	BOLINGBROOK	20190646	04/06/2019	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$108.84	0
<b>WINKLER'S TREE &amp; LANDSCAPING, IN</b>								<b>108.84</b>	
<b>729</b>									
109701	R-142-18 2019 PARKWAY TREE PRI	LAGRANGE PA	20190072	03/13/2019	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$8,566.00	0
109719	R-142-18 2019 PARKWAY TREE PRI	LAGRANGE PA	20190072	03/20/2019	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$12,752.00	0
<b>WINTER EQUIPMENT COMPANY INC</b>								<b>21,318.00</b>	
<b>610</b>									
IV40083	PARTS	WILLOUGHBY	20190571	03/17/2019	11050420-542410	PW	R & M VEHICLES	\$2,202.20	0
IV40084	PARTS	WILLOUGHBY	20190572	03/17/2019	11050420-542410	PW	R & M VEHICLES	\$2,347.38	0
<b>WISCONSIN DEPARTMENT OF REVENUE</b>								<b>4,549.58</b>	
<b>1529</b>									
02222019	WISC STATE PR TAX WH 2/22/19	MADISON	20190544	03/24/2019	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$279.40	9005420
								<b>279.40</b>	

# EXPENDITURE APPROVAL LIST

**FOR CHECKS DATED: 3/12/2019**

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>WONDERWARE MIDWEST</b>									
<b>1627</b>									
INV20443	SOFTWARE MAINT & SUPPORT 3/	BROOKFIELD	20190583	03/28/2019	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$690.96	0
								<b>690.96</b>	
<b>YOUR FRIENDLY SHOPPER</b>									
<b>6022</b>									
338130	ROCK VALLEY PUBLISHING LLC IN'	MACHESNEY P	20190529	03/09/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$42.75	0
338665	ROCK VALLEY PUBLISHING INVOIC	MACHESNEY P	20190667	03/16/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$90.00	0
338666	ROCK VALLEY PUBLISHING INVOIC	MACHESNEY P	20190667	03/16/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$60.75	0
338785	VACANT HOME GRASS BID PUBLIC	MACHESNEY P	20190645	03/23/2019	11010030-541140	AD	LEGAL NOTICES	\$27.00	0
338902	LEGAL NOTICE - 2019 WATER MAIN	MACHESNEY P	20190593	03/28/2019	51050110-541140	PW	LEGAL NOTICE	\$67.50	0
								<b>288.00</b>	
<b>ZIEBELL WATER SERVICE</b>									
<b>3045</b>									
244602-000	WATERMAIN PARTS	ELK GROVE VII	20190642	03/07/2019	51050540-552520	PW	WATER MAIN PARTS	\$452.50	0
								<b>452.50</b>	

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CHECK TOTAL: **378,382.40**WIRE/MANUAL TOTAL: **486,626.48**

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EXPENDITURE TOTAL: **865,008.88**

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**TYPE:**

Resolution

**SUBMITTED BY:**

M. Ribando

**DEPARTMENT:**

Village Manager's Office

**DATE:**

March 12, 2019

**DESCRIPTION:**

Resolution Endorsing the DMMC Legislative Action Program (LAP) for 2019

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

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

**COMMITTEE ACTION:**

N/A

**DATE:****BACKGROUND:**

As members of the DuPage Mayor's and Manager's Conference, the Conference has approved and adopted the Legislative Action Program, known as "LAP" for 2019. Each year the member communities endorse all or a part of the LAP. The Village of Bensenville supports and endorses the 2019 LAP of the DuPage Mayor's and Managers Conference (DMMC).

**KEY ISSUES:**

DMMC represents more than one million residents by advocating for sound public policies. The Conference has prioritized the following legislative topics to include:

- Protecting Local Government Distributive Fund Revenue
- Consolidating Public Safety Pensions
- Preserving Local Authority
- Repairing and Improving Illinois Infrastructure
- Reforming Workers Compensation Laws

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

Staff is recommending approval of the Resolution endorsing the DMMC's LAP for 2019.

**BUDGET IMPACT:**

None.

**ACTION REQUIRED:**

Approval of the Resolution Endorsing the DMMC Legislative Action Program (LAP) for 2019.

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

Resolution

3/7/2019

Cover Memo

DMMC LAP for 2019

3/7/2019

Cover Memo

**A RESOLUTION TO ENDORSE THE LEGISLATIVE ACTION PROGRAM OF THE  
DUPAGE MAYORS AND MANAGERS CONFERENCE  
FOR THE 2019 LEGISLATIVE SESSION**

WHEREAS, the Village of Bensenville is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, on December 6, 2018 the DuPage Mayors and Managers Conference voted unanimously to adopt its 2019 Legislative Action Program, attached hereto; and

WHEREAS, the Village of Bensenville, will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Bensenville regarding legislative positions that may be represented in official capacity or on behalf of the municipality:

NOW, THEREFORE, BE IT RESOLVED, that the Village of Bensenville hereby adopts the DuPage Mayors and Managers Conference's 2019 Legislative Action Program which is attached and includes the following listed legislative priorities:

1. Ensuring Sustainable Municipal Budgets
2. Supporting Sustainable Public Safety Pensions
3. Preserving Local Authority
4. Investing in Illinois' Infrastructure
5. Reforming the Workers' Compensation

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Bensenville, to the Office of the Governor, and to department heads in the Village of Bensenville.

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Frank DeSimone, Village President

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Nancy Quinn, Village Clerk

*DuPage Mayors and Managers Conference*



## Legislative Action Program

**DMMC Legislative Priorities for 2019**



## DuPage Mayor and Managers Conference —

### SERVING RESIDENTS OF DUPAGE AND ILLINOIS

Representing more than one million residents by advocating for sound public policy initiatives, the DuPage Mayors and Managers Conference (DMMC) strives to promote sound local government, foster intergovernmental cooperation, and find innovative solutions to make local government work more effectively for DuPage residents and ultimately all citizens of Illinois. DMMC's legislative priorities for 2019 include:

- **Protecting Local Government Distributive Fund Revenue** to adequately fund municipal operating budgets and provide basic services to residents without shifting the state's financial problems onto municipalities.
- **Consolidating Public Safety Pensions** to reduce unfunded pension liabilities, stabilize retirement systems and protect against cuts to basic services and property tax increases.
- **Preserving Local Authority** to allow municipalities to serve the distinct needs of residents and businesses in their communities.
- **Repairing and Improving Illinois' Infrastructure** to maintain local roads, bridges and water facilities while ensuring safe transport and creating new jobs.
- **Reforming Workers' Compensation laws** to bring more economic opportunity in Illinois while ensuring that injured workers get quality health care and fair treatment.

### BY THE NUMBERS...

**33 MUNICIPALITIES**

**1 MILLION RESIDENTS**

**340,000 HOUSEHOLDS**

**700,000 JOBS**

**75,000 BUSINESSES**

**\$20 BILLION RETAIL  
SALES**



DuPage Mayors and Managers Conference | 1220 Oak Brook Road | Oak Brook, IL  
For more information on DMMC's legislative priorities, visit [www.dmmc-cog.org](http://www.dmmc-cog.org)





## ENSURE SUSTAINABLE MUNICIPAL BUDGETS



Returning revenue generated by local residents and businesses back to the community is crucial to preserving vital municipal services like police and fire protection, garbage pick-up, road maintenance, snow removal and emergency medical services (EMS). DMMC communities, as well as those throughout the state, rely on these revenue streams—including the \$1 billion Local Government Distributive Fund (LGDF) dollars—that are collected by the state and returned to municipal governments to pay for essential services. By **protecting all state-collected local revenue streams**, legislators help ensure municipalities can deliver basic services and necessary staffing. Reducing LGDF dollars shifts the state's financial problems onto municipalities, forcing potential service cuts, police and fire layoffs and local property tax increases.

## SUPPORT SUSTAINABLE PUBLIC SAFETY PENSIONS



DMMC is part of a statewide coalition advocating for reforms aimed at preserving public safety pensions for local police officers and firefighters while reducing the burden on municipalities and taxpayers. The current system is unsustainable as the unfunded pension liabilities continue to grow significantly, despite more revenue pouring into the system. Without cutting benefits, **consolidating the 663 municipal public safety pension funds** into a single multiple-employer pension fund management system would expand investment opportunities and lower operational expenses for those who serve our communities. Without reform, the costs of public safety pensions will continue to rise, adding to the financial burden of municipalities and forcing cuts in basic services or increases in local property taxes.

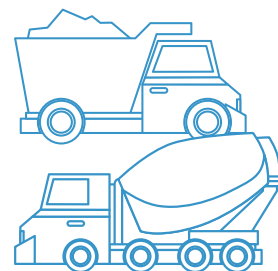
## PRESERVE LOCAL AUTHORITY



Locally elected leaders are best equipped to set local policy because they live in the communities they represent and have daily interaction with the constituents they serve. The ability for municipalities to **govern themselves and make decisions at the local level** is the most effective way they can fully serve the unique needs of their communities. In some cases, legislation and mandates can restrict a local government's ability to do what's right for residents and businesses. Issues such as franchising, zoning, permitting and licensing, local code enforcement and regulating business activities are fundamental responsibilities of local government. In addition, removing the distinction between home rule and non-home rule communities would eliminate barriers, giving all municipalities crucial local control and decision-making ability.

## INVEST IN ILLINOIS' INFRASTRUCTURE

Improving Illinois' infrastructure system will bolster the state's economy, create jobs and attract new businesses. **A state capital bill would help jumpstart Illinois' economy**, which depends on roads, rail and water facilities that connect local communities, and limit congestion while ensuring safe travel, prompt freight delivery, clean water and an efficient public transportation system. By establishing a systematic approach for identifying and prioritizing needs with matching resources, municipalities can work with the state to upgrade infrastructure, creating new projects for communities and jobs for residents. This will increase wages and attract a more competitive workforce so that Illinois remains one of the best places to work, own a business and raise a family.



## REFORM WORKERS' COMPENSATION



Workers' compensation reforms would create economic opportunity and jobs to make Illinois more competitive with surrounding states. **Adopting common-sense reforms would lead to more reasonable settlements** without harming employees who have legitimate claims and ensure they are protected and receive quality treatment. Establishing standards that ensure an injury or illness is directly linked to the work or the workplace is fair to workers and businesses. As a result, lower costs brought about by these reforms would save significant taxpayer dollars and enable employers to expand, relocate and grow their businesses in Illinois.





**TYPE:**Ordinance**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance**DATE:**March 12, 2019**DESCRIPTION:**

Ordinance Abating the Tax Heretofore Levied for the Year 2018 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

pasting

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

**COMMITTEE ACTION:**

None

**DATE:**

N/A.

**BACKGROUND:**

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds then these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an Ordinance(s) abating the respective levy. Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2001B General Obligation Bonds (Alternate Revenue Source) bond issue.

**KEY ISSUES:**

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

**ALTERNATIVES:**

1. Approve the Ordinance
2. Board Discretion

**RECOMMENDATION:**

Approve the 2018 Tax Levy Abatement Ordinance for the Bond Series 2001B.

**BUDGET IMPACT:**

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the Village. The total amount of debt service being abated is \$166,820.

**ACTION REQUIRED:**

Approval of the Ordinance Abating the Tax Heretofore Levied for the Year 2018 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
2001B Abatement Ordinance	3/6/2019	Ordinance

**ORDINANCE # \_\_\_\_\_**  
AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2018 TO PAY DEBT SERVICE ON \$1,500,000 SERIES 2001B GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the “Board”) of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the “Issuer”), by ordinance adopted on the March 12, 2019 (the “Ordinance”), did provide for the issue of \$1,500,000 General Obligation Bonds (Alternate Revenue Source) Series 2001B (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

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

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2018 to pay such debt service on the Bonds be abated.

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

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

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2018 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn Village Clerk

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

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

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

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**March 12, 2019**DESCRIPTION:**Resolution Establishing Guidelines and Procedures for 2019 Senior/Disabled Grass Cutting Program**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

In 2018, the Village Board and the President DeSimone established Senior/Disabled Grass Cutting Program meant to benefit Bensenville seniors and/or disabled residents. Public Works was tasked to implement the Program. Because of the positive feedback, the Village will continue with the Program in 2019, with minor changes to the guidelines.

**KEY ISSUES:**

The program guidelines have been simplified to ensure easier operational and administrative functions. The previous year contained al-carte menu items that proved to be somewhat inefficient. After feedback from the residents, discussions with contractors, the staff determined that a simplified option is the best approach. In 2019, the resident shall receive the Standard Service Plan:

- Spring Cleanup
- Cutting of Grass
- Edging of Hardscape
- Fall Cleanup

Total cost is \$25 per visit. The resident shall pay \$12.50 and the Village will subsidize \$12.50. Full list of eligibility requirements is attached to this Resolution. Accounts will be mapped, divided geographically and assigned to five (5) different contractors who agreed to perform the work.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff recommends approval of the Resolution

**BUDGET IMPACT:**

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

**ACTION REQUIRED:**

Approve a Resolution Establishing Guidelines and Procedures for 2019 Senior/Disabled Grass Cutting Program.

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

RES - 2019 Senior and Disabled Grass Cutting Program Adoption

3/6/2019

Resolution Letter

Exhibit A - 2019 Senior Grass Cutting Program - Program Outline

3/6/2019

Backup Material

2019 Senior/Disabled Grass Cutting Program - Complete Package

3/6/2019

Backup Material

## **RESOLUTION NO.**

### **ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2019 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 President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have determined that a significant public interest is served by establishing a program to provide grass cutting services to residents that are elderly or disabled and have no one else within their household to perform such task (the “*Program*”), and

WHEREAS, the Village will continue to implement the Program into 2019 with minor changes made to the Guidelines, and

WHEREAS it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

SECTION TWO: The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President, Village Manager, or Director of Public Works to effectively operate the Program.

SECTION THREE: The Director of Public Works is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for grass cutting, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

SECTION FOUR: The officers and employees of the Village are hereby authorized and directed to take any and all such actions as is required to enact the Program and carry out its intent and purpose.

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

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

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 12, 2019

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

## **Village of Bensenville**

### **Senior / Disabled Grass Cutting Program**

The Village of Bensenville is pleased to announce the return of the Senior / Disabled Grass Cutting Program. The program is designed to help those in our community who need assistance to obtain a low-cost solution to grass cutting on their properties.

The Village will hire independent contractors and provide discounted rates for common grass cutting services. The Village will also subsidize fifty percent (50%) of the cost. This year, we have simplified the program by combining all the services into one package; and we have added a fall cleanup to the program.

Grass Cutting Service	Cost of Service (per visit)	Village Subsidy (per visit)	Cost to Resident (per visit)
Standard Service includes Spring cleanup, grass cutting, edging of hardscape, and a Fall cleanup	\$25.00	\$12.50	\$12.50

The Public Works Department will administer the program. Grass cutting services will begin on or about the week of April 8, 2019 and continue through November 1, 2019. Visits will occur on a weekly basis. During extreme dry weather, the Village may instruct the contractor to extend the time between visits. This decision will be made by the Village and will be applied to all participants in the program.

The Standard Service Plan (\$12.50 per visit) will include the following:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This service will take place during the first week of the Program.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November.)



The program does have specific eligibility requirements (listed below) that require documentation to prove eligibility.

Senior Program	Disabled Program
Applicant must be over 65 years old	Applicant must be disabled (copy of Secretary of State Disability placard or other means of proof or registration of disability)
Applicant must own property (copy of recent property tax bill required)	Applicant must own property (copy of recent property tax bill required)
Applicant annual household income must be less than \$65,000	Applicant annual household income must be less than \$65,000
The household must not have any other person able to cut grass	The household must not have any other person able to cut grass

The Program application and guidelines are enclosed. Please read the enclosed package carefully. If you are interested in participating in the program, please fill out the application form, read the “Guidelines”, and provide the appropriate documentation to prove eligibility. Application packages can be mailed or dropped off to:

Village of Bensenville  
Department of Public Works  
717 E. Jefferson Street  
Bensenville, IL 60106

If you have any questions regarding the program, please contact the Department of Public Works at 630-350-3435.

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### Frequently Asked Questions (FAQs)

Will I have the same cutting day each week?

*Each account will be assigned an independent contractor for the summer. Although it will be at the discretion of the contractor as to when they cut the grass, they will try to schedule for the same day each week.*

What happens if it rains or the grass is too wet to cut?

*If the grass is too wet to cut, the contractor will come back as soon as possible after it dries out to cut the grass.*

Will I be billed for service if the contractor cannot cut the grass due to weather?

*You will only be billed when the contractor performs service.*

**VILLAGE BOARD**

**President**  
Frank DeSimone

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

**Village Clerk**  
Nancy Quinn

**Village Manager**  
Evan K. Summers

February 25, 2019

Dear Resident:

I am proud to announce the return of our "Award Winning" Senior / Disabled Grass Cutting Program this summer. Based on the feedback received, our first year was a huge success! The American Public Works Association (APWA) recongnized the Village with a Service Award from both the Suburban Branch and Chicago Metro Chapter this year. We have also been nominated for a National Service Award as well.

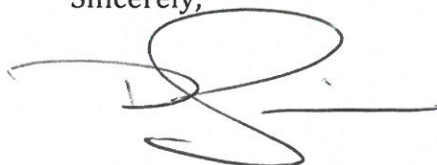
We have taken some of the suggestions and made a few changes to the Program to make it simpler and more streamlined. This year we will be offering an all-inclusive program that will include a Spring cleanup, standard grass cutting services (including edging and bagging), and a Fall cleanup. We will again subsidize 50% of the cost of the program.

Our Senior / Disabled Grass and Snow Programs have been very popular. We had to put a cap on our Snow Program this past winter, so we encourage you to sign up early. The program is limited in space and applications will be taken on a first come, first serve basis.

Taking care of our seniors and disabled residents is important to me and this program has helped reduce the burden of cutting your grass while also reducing the cost to you. Developing this service was a personal goal of mine and I believe programs like this make Bensenville an even greater place to live.

Please take the time to read through the information and guidelines included with this letter. If you wish to participate, please follow the directions on the application page. Any questions regarding this program can be directed to our Public Works Department by calling (630) 350-3435.

Sincerely,



Frank DeSimone  
Village President



## **Village of Bensenville**

### **Senior / Disabled Grass Cutting Program**

The Village of Bensenville is pleased to announce the return of the Senior / Disabled Grass Cutting Program. The program is designed to help those in our community who need assistance to obtain a low-cost solution to grass cutting on their properties.

The Village will hire independent contractors and provide discounted rates for common grass cutting services. The Village will also subsidize fifty percent (50%) of the cost. This year, we have simplified the program by combining all the services into one package; and we have added a fall cleanup to the program.

Grass Cutting Service	Cost of Service (per visit)	Village Subsidy (per visit)	Cost to Resident (per visit)
Standard Service includes Spring cleanup, grass cutting, edging of hardscape, and a Fall cleanup	\$25.00	\$12.50	\$12.50

The Public Works Department will administer the program. Grass cutting services will begin on or about the week of April 8, 2019 and continue through November 1, 2019. Visits will occur on a weekly basis. During extreme dry weather, the Village may instruct the contractor to extend the time between visits. This decision will be made by the Village and will be applied to all participants in the program.

The Standard Service Plan (\$12.50 per visit) will include the following:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This service will take place during the first week of the Program.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November.)

The program does have specific eligibility requirements (listed below) that require documentation to prove eligibility.

Senior Program	Disabled Program
Applicant must be over 65 years old	Applicant must be disabled (copy of Secretary of State Disability placard or other means of proof or registration of disability)
Applicant must own property (copy of recent property tax bill required)	Applicant must own property (copy of recent property tax bill required)
Applicant annual household income must be less than \$65,000	Applicant annual household income must be less than \$65,000
The household must not have any other person able to cut grass	The household must not have any other person able to cut grass

The Program application and guidelines are enclosed. Please read the enclosed package carefully. If you are interested in participating in the program, please fill out the application form, read the “Guidelines”, and provide the appropriate documentation to prove eligibility. Application packages can be mailed or dropped off to:

Village of Bensenville  
Department of Public Works  
717 E. Jefferson Street  
Bensenville, IL 60106

If you have any questions regarding the program, please contact the Department of Public Works at 630-350-3435.

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### Frequently Asked Questions (FAQs)

Will I have the same cutting day each week?

*Each account will be assigned an independent contractor for the summer. Although it will be at the discretion of the contractor as to when they cut the grass, they will try to schedule for the same day each week.*

What happens if it rains or the grass is too wet to cut?

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VILLAGE OF BENSENVILLE  
2019 SENIOR / DISABLED GRASS CUTTING PROGRAM  
APPLICATION

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Reason for Application (please check all that apply)

\_\_\_\_\_ I am 65 years of age or older, own the property, have no household member able to cut my grass, and my household income is under \$65,000 per year; or

\_\_\_\_\_ I am under age 65, disabled, own my property, have no other household member able to cut my grass, and my household income is under \$65,000 per year; and

\_\_\_\_\_ I have enclosed a copy of my most recent property tax bill indicating ownership and senior status (exemption); or

\_\_\_\_\_ I have enclosed a copy of Secretary of State License Disability Placard or other means of proof of registration of disability.

Please list ALL household member(s) and their birthdays – including yourself.

Household Member Name

Birth Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Services: (Please check service requested)

[ ] Basic Grass Cutting Program (including Spring/Fall cleanup) - \$12.50 per cut.

Checklist: (Please **initial** all that apply)

[ ] I have read, understand, and accept the Program Criteria and Requirements.

[ ] I understand that my lawn must be free of hazards (i.e. pet waste) or the contractor may not provide service.

[ ] I understand that I will be billed for the service (\$12.50 per week) on a monthly basis.

[ ] I understand that the Village may terminate my service if I violate any of the guidelines presented.

The resident(s) hereby release and hold the Village, its officers, officials, employees, and contractors harmless for any damage to property or other liability that arises directly or indirectly from the Village's grass cutting program. The resident(s) hereby release and hold the Village, its officers, officials, employees, attorneys and contractors harmless for any injuries or liabilities sustained by the resident(s) or others caused, directly or indirectly by the removal or non-removal of any snow or ice from the resident(s)'s property.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Application Received \_\_\_\_\_ Scanned \_\_\_\_\_ Acceptance Letter Sent \_\_\_\_\_



**VILLAGE OF BENSENVILLE**  
**2019 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS**

**QUALIFICATIONS:**

1. Resident(s) must be 65 years or older or disabled/handicapped and there is no one else in the household that can cut the grass.
2. Each household resident must provide documentation of ownership and senior status (via a copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).
3. Each household (regardless of age, disability, handicap, or medical condition of any individual resident in the same household) must demonstrate a combined income of \$65,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

**TERMS:**

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Department of Public Works, 717 E. Jefferson Street, Bensenville, IL 60106, and Attention: Director of Public Works.

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
2. The following service will be provided to an applicant upon completion of the application and approval by the Department:
  - The lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin no earlier than April 8, 2019, and will continue through the last week of October. The intent of the program is to cut the grass weekly. The Village, at its own discretion, may choose to change the frequency of the cutting due to weather. The contractor will utilize grass clipping collecting mowers and remove grass clippings/debris from the site.
  - Hardscapes (sidewalk, driveway, patios, etc.) will be edged (weed whipping) and power blew of excess grass clippings.
  - A Spring Cleanup will be performed the first week of service and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
  - A Fall Cleanup will be performed at the end of the season (at a time determined by the Village) and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
  - A monthly bill will be sent to you from the Village' Finance Department. The charge is \$12.50 per cut. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the Village shall have the unilateral right to add the delinquent amount due to the water bill for the property and has



the further right to disqualify the applicant and property from the program and discontinue future service.

3. The applicant agrees to the following:

- The lawn must be free of all pet waste. The Village and/or their contractor reserves the right to not perform grass cutting services due to pet waste on the lawn. If the service is not performed in two consecutive weeks due to pet waste, the applicant will be terminated from the program.
- The basic program does not include:
  - a. Fertilizing the grass.
  - b. Trimming the bushes, trees or other plants.
  - c. Watering the grass, plants, bushes, trees, etc.

4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.
5. The Village may terminate, suspend or close the enrollment period for the program, at any time.
6. The Village may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Public Works Department.
7. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each grass cutting. This will alleviate any discrepancies between resident and contractor for billing purposes.
8. The applicant hereby agrees to hold the Village, its officers, officials, employees, contractors, and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**March 12, 2019**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Karolinka Maintenance for the 2019 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:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2019 with minor changes to the guidelines.

**KEY ISSUES:**

The program has been a great success and received a lot of positive feedback. Karolinka Maintenance is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff recommends approval of the Resolution

**BUDGET IMPACT:**

The Program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

**ACTION REQUIRED:**

Approve a Resolution Authorizing the Execution of a Contract with Karolinka Maintenance for the 2019 Senior/Disabled Grass Cutting Program

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

RES - 2019 Senior - Disabled Grass Cutting Program - Contract - Karolinka Maintenance

3/6/2019

Resolution Letter

2019 Senior Grass Cutting Program - Contract - Karolinka Maintenance - signed

3/6/2019

Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH KAROLINKA  
MAINTENANCE FOR THE 2019 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 established a Senior / Disabled Grass Cutting Program in 2018, and

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

WHEREAS Karolinka Maintenance 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 Karolinka Maintenance for grass cutting services as part of the 2019 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 March 12, 2019

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 Karolinka Maintenance., located 440 E. Fay Avenue, Addison, IL 60101 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

### **W I T N E S S E T H**

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

### **PRELIMINARY STATEMENTS**

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

A. The Village is a duly organized and an 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 2019 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 by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 8, 2019 and continue through November 1, 2019. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. 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 Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from 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 was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) 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 fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) 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 Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

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

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing 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 the 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 the 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:* Karolinka Maintenance  
440 E. Fay Avenue  
Addison, Il 60101  
Attn: Mark Ciot

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. The 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 30<sup>th</sup> day of November 2019.

*(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 \_\_\_\_\_, 2019.

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

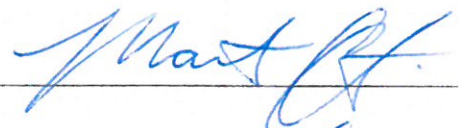
By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

**EXECUTED** this 6<sup>th</sup> day of MARCH 2019.

Contractor,

By: 

Its: M.C. (KAROLINKAT)

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

Its: \_\_\_\_\_

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**March 12, 2019**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2019 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:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2019 with minor changes to the guidelines.

**KEY ISSUES:**

The program has been a great success and received a lot of positive feedback. L.A.R. Lawn & Ground Corp. is one of the Contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff Recommends Approval of the Resolution

**BUDGET IMPACT:**

The Program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

**ACTION REQUIRED:**

Approve a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2019 Senior/Disabled Grass Cutting Program

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

RES - 2019 Senior - Disabled Grass Cutting Program - Contract - L.A.R. Lawn & Ground Corp

3/6/2019

Resolution  
Letter

2019 Senior Grass Cutting Program - Contract - L.A.R. Lawn & Ground Corp (signed)

3/6/2019

Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH L.A.R. LAWN &  
GROUND CORP. FOR THE 2019 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 established a Senior / Disabled Grass Cutting Program in 2018, and

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

WHEREAS L.A.R. Lawn & Ground Corp. 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 L.A.R. Lawn & Ground Corp. for grass cutting services as part of the 2019 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 March 12, 2019

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 L.A.R. Lawn & Grounds Corp., located 501 E. Washington Street, Bensenville, IL 60106 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

### **W I T N E S S E T H**

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

### **PRELIMINARY STATEMENTS**

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

- A. The Village is a duly organized and an 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 2019 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 by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 8, 2019 and continue through November 1, 2019. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. 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 Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from 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 was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) 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 fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) 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 Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

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

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing 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 the 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 warrant. 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 the 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:* L.A.R. Lawn & Grounds Corp.  
501 E. Washington Street  
Bensenville, Il 60106  
Attn: Luis Reyes

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. The 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 30<sup>th</sup> day of November 2019.

*(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 \_\_\_\_\_, 2019.

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

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Contractor,

By:  Luis Reyes

Its: Owner

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

Its: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
ALFRED YANEZIII (23358)  
314 W EGGLESTON AVE  
ELMHURST, IL 60126-0000

CONTACT  
NAME: ALFRED YANEZIII  
PHONE (A/C, No, Ext): 630-279-6429 FAX (A/C, No): 630-279-7912  
E-MAIL ADDRESS: ALFRED.YANEZ@COUNTRYFINANCIAL.COM

INSURED 4512417  
REYES LUIS DBA LAR LAWN AND GROUNDS  
501 E WASHINGTON ST  
BENSENVILLE, IL 60106

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	COUNTRY Mutual Insurance Company	20990
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AM9273312	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AV9273316	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

VILLAGE OF BENSENVILLE  
12 S CENTER STREET  
BENSENVILLE, IL 60106

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**March 12, 2019**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2019 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:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2019 with minor changes to the guidelines.

**KEY ISSUES:**

The program has been a great success and received a lot of positive feedback. Panoramic Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff Recommends Approval of the Resolution

**BUDGET IMPACT:**

The Program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

**ACTION REQUIRED:**

Approve a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2019 Senior/Disabled Grass Cutting Program.

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

RES - 2019 Senior - Disabled Grass Cutting Program - Contract - Panoramic Landscaping

3/6/2019

Resolution Letter

2019 Senior Grass Cutting Program - Contract - Panoramic Landscaping (signed)

3/6/2019

Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH PANORAMIC  
LANDSCAPING FOR THE 2019 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 *et seq.*, and

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

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

WHEREAS Panoramic Landscaping 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 Panoramic Landscaping for grass cutting services as part of the 2019 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 12, 2019

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 Panoramic Landscaping, located 2055 Scott Street, Melrose Park, IL 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

### **W I T N E S S E T H**

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

### **PRELIMINARY STATEMENTS**

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

A. The Village is a duly organized and an 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 2019 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 by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 8, 2019 and continue through November 1, 2019. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. 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 Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from 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 was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) 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 fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) 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 Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

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

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing 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 the 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 the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

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

*If to Contractor:* Panoramic Landscaping  
2055 Scott Street  
Melrose Park, IL 60164  
Attn: Luisa Gomez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to

the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

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

O. LAWS AND REGULATIONS. The 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 30<sup>th</sup> day of November 2019.

*(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 6 day of March, 2019.

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

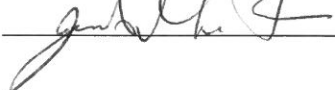
By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

**EXECUTED** this 6 day of MARCH 2019.

Contractor,

By: 

Its: OWNER

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

Its: \_\_\_\_\_

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**March 12, 2019**DESCRIPTION:**Resolution Authorizing the Execution of a Contract with Spear Landscaping for the 2019 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:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2019 with minor changes to the guidelines.

**KEY ISSUES:**

The program has been a great success and received a lot of positive feedback. Spear Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff Recommends Approval of the Resolution

**BUDGET IMPACT:**

The Program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

**ACTION REQUIRED:**

Approve a Resolution Authorizing the Execution of a Contract with Spear Landscaping for the 2019 Senior/Disabled Grass Cutting Program

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

RES - 2019 Senior - Disabled Grass Cutting Program - Contract - Spear Landscaping, Inc

3/6/2019

Resolution Letter

2019 Senior Grass Cutting Program - Contract - Spear Landscaping - signed

3/6/2019

Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH SPEAR  
LANDSCAPING FOR THE 2019 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 *et seq.*, and

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

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

WHEREAS Spear Landscaping 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 for grass cutting services as part of the 2019 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 12, 2019



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 an 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 2019 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 by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 8, 2019 and continue through November 1, 2019. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. 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 Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from 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 was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) 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 fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) 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 Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

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. The 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 foregoing 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 the 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 the 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. The 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 30<sup>th</sup> day of November 2019.



*(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 6 day of March, 2019.

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

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

**EXECUTED** this 6 day of March 2019.

Contractor,

By: 

Its: owner

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

Its: \_\_\_\_\_

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**March 12, 2019**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2019 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:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2019 with minor changes to the guidelines.

**KEY ISSUES:**

The program has been a great success and received a lot of positive feedback. Tomas Herrera Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff Recommends Approval of the Resolution

**BUDGET IMPACT:**

The Program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

**ACTION REQUIRED:**

Approve a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2019 Senior/Disabled Grass Cutting Program.

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

RES - 2019 Senior - Disabled Grass Cutting Program - Contract - Tomas Herrera Landscaping

3/6/2019

Resolution  
Letter

2019 Senior Grass Cutting Program - Contract - Tomas Herrera Landscaping - signed

3/6/2019

Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH TOMAS  
HERRERA LANDSCAPING FOR THE 2019 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 *et seq.*, and

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

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

WHEREAS Tomas Herrera Landscaping 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 Tomas Herrera Landscaping for grass cutting services as part of the 2019 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 12, 2019

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

### **WITNESSETH**

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

### **PRELIMINARY STATEMENTS**

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

- A. The Village is a duly organized and an 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 2019 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 by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 8, 2019 and continue through November 1, 2019. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. 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 Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from 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 was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) 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 fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) 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 Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

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.

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#### SECTION 5. GOVERNING LAW

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

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing 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.

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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.

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

*If to Contractor:* Tomas Herrera Landscaping  
348 Belle Drive  
Northlake, IL 60164  
Attn: Tomas Herrera

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to

the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

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O. LAWS AND REGULATIONS. The 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 30<sup>th</sup> day of November 2019.

*(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 19 day of February 2019.

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

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

**EXECUTED** this 19 day of February 2019.

Contractor,

By: Tomas Herrera

Its: owner

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

Its: \_\_\_\_\_

**TYPE:**Resolution**SUBMITTED BY:**Officer Jennifer Caliendo**DEPARTMENT:**Police Department**DATE:**March 12, 2019**DESCRIPTION:**Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

X
X
X

*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*

X

*Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

N/A

**DATE:****BACKGROUND:**

The Metropolitan Mayors Caucus has a history of environmental stewardship. The Caucus created the Greenest Region Compact to address sustainability in their own communities on the local level to develop and execute environmental initiatives that fit within the framework of the Compact.

As a Powering Safe Community, the Village of Bensenville would be eligible to apply for a grant through the MMC.

The grant would be used to apply for a license plate reader at the Police Department.

**KEY ISSUES:**

The Village of Bensenville needs to endorse and support the Metropolitan Mayors Caucus Greenest Region Compact.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

Staffs' recommendation is approval of the Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact.

**BUDGET IMPACT:**

Pending amount of the qualified grant.

**ACTION REQUIRED:**

Approval of the Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact.

**ATTACHMENTS:****Description**

Resolution

**Upload Date**

3/7/2019

**Type**

Cover Memo

## **Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact**

**WHEREAS**, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

**WHEREAS**, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

**WHEREAS**, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

**WHEREAS**, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

**WHEREAS**, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Bensenville supports the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to put forth effort towards implementing their initiatives (within our budget) , both in their own communities and in collaboration throughout the region.

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**Frank DeSimone**  
**Village of Bensenville**